No 7412

ABSTRACT OF TITLE

TO

All of the unrecorded Plat of "Fruitdale on the Sound," being all of Lot Three (3), Section Thirteen (13), Township Twenty-seven (27), North. Range Three (3) E.W.M. Snohomish County, Washington, lying to the eastward of the Great Northern Right of Way, except the South sixty-six (66) feet lying to the westward of the County road.

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Compiled by

WOODWARD ABSTRACT CO.

REAL ESTATE AND MINING ABSTRACTS.

EVERETT, WASHINGTON.

EVERETT, WASH.

Instrument No. 1

The United States of America	)	P a t e n t.
	)	
to	)	Dated May 1st, 1872.
	)	
Morris H. Frost of Snohomish County Washington Territory.	)	Filed March 14th, 1878
		Recorded Vol. 2 Ds. 410

Certificate No, 2953. To all to whom these presents shall come, Greeting:

Whereas Morris H. Frost of Snohomish County, Washington Territory has deposited in the General Land Office of the United States a Certificate of the register of the Land Office at Olympia, Washington Territory whereby it appears that full payment has been made by the said Morris H. Frost according to the provisions of the Act of Congress of the 24th of April 1820 entitled "An Act making further provisions for the sale of the Public Lands" for the

Lots numbered 3 and the SW¼ of the SE¼ of Sec. 13 and the NE¼ of Sec. 24 in Tp. 27 N. of R. 3 East in the district of lands subject to sale at Olympia Washington Territory containing 250.75 acres according to the official plat of the survey of the said lands returned to the General Land Office by the surveyor general which said tract has been purchased by the said Morris H. Frost.

Now Know ye, that the United States of America in consideration of the premises and in conformity with the several acts of Congress in such case made and provided have given and granted and by these presents do give and grant unto the said Morris H. Frost and to his heirs the said tract above described. To have and to hold the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging unto the said Morris H. Frost and to his heirs and assigns forever. Subject to any vested and accrued water rights for mining, agricultural manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

(LS)

By the President: U.S. Grant,
By J. Perrish, Secretary.
C.B. Boynton, Recorder of the General Land Office.

Recorded Vol. 6. 240

Instrument No. 2

Morris H.Frost and Jacob D.Fowler and Mary Fowler, wife of said Jacob D.Fowler of Snohomish County, Washington Territory	)	D e e d.
	)	Dated Feb. 7th, 1878.
to	)	Filed Feb. 9th, 1878.
Martin V.B.Stacy of Seattle, King County and Territory aforesaid.	)	Recorded Vol. 2 Ds. 372
	)	Consideration $10.00

Grantors do grant, bargain, sell and convey unto grantee, his heirs and assigns forever,

all of the following described tracts or parcels of land, situate lying and being in Snohomish County and Territory of Washington, towit:

The SW¼ of the NE¼ (and the lots 2 and 3 and 4 of Sec. 4 in Tp. number 28 North of Range 4 East) and the Lot 1 of Sec. 33 in Tp. 29 N. of R. 4 East containing 159 acres. Also the N½ of the SE¼ of Sec. 4 and the SW¼ of the NW¼ of Sec. 10 in Tp. 28 N. of R. 4 containing 120 acres of land, also the NE¼ of the NE¼ of Sec. 9 and the SE¼ of the SE¼ of Sec. 4 in Tp. 28 N. of R. 4 East containing 80 acres of land. Also the NW¼ of the NW¼ of Sec. 10 in Tp. 28 N. of R. 4 East containing 40 acres of land Also the E½ of NE¼ or Lot 1, and SE¼ of NE¼ of Sec. 4 and the (W½ of the NW¼ or lot 4) and SW¼ of NW¼ of Sec. 3 in Tp. 28 N. of R. 4 East and the lot 1 of Sec. 34 in Tp. 29 N. of R. 4 East containing 157.51 acres of land, Also lot 4 of Sec. 34 in Tp. 29 N. of R. 4 East containing 44 acres of land. Also lot 3 and SW¼ of SE¼ of Sec. No. 13 and the NE¼ of Sec. 24 in Tp. N . 27 N. of R. 3 East containing 250.75 acres of land

Grantors covenant to warrant and forever defend the said premises against all claims whatsoever except as to a certain mortgage made by the parties of the first part to one Walter Crockett and also a certain mtg. made to Crawford & Harrington and Schwabacher Bros. & Co. The interlineation of the words the SW¼ of the NE¼ and between lines 21 in the first page of this instrument was made before signing.

Witnesses: Two.

(signed) Morris H.Frost.
Jacob D.Fowler.
her
Mary X Fowler
mark

Acknowledged Feb. 7th, 1878 by Morris H.Frost and Jacob D. Fowler and Mary Fowler, wife of said Jacob D.Fowler (separate acknowledgment by wife) before Angus Mackintosh, Notary Public for King County, W.T.
(Notary Seal).

Sheet No. 2

Instrument No. 3

State of Washington)
SS.
County of Snohomish)

William Brown	)	Affidavit.
to	)	Dated July 11th,1902.
The Public.	)	Filed July 11th,1902.
		Rec. Vol. 16 Mis.505

William Brown first being duly sworn on oath, deposes and says, I am and have been a resident of the City of Snohomish,County of Snohomish and State of Washington, and have been so for the past twenty three years and that at the time of the date of Morris H.Frost of Mukilteo, said County and State, I was of the age of twenty eight; that I personnally knew said Morris H.Frost for two years and a half before his death which was in the year of 1879, and that said Morris H.Frost to my own personal knowledge was a single man from the time I first met him in 1877 until his death in 1879.

Witnesses: One. (signed) William Brown

Subscribed and sworn to before me this 11th day of July A.D.1902.
W.P.Bell,
Notary Public in and for the State of Washington,residing at Everett. (Notary Seal).

Instrument No. 4

Arthur A.Denny etal.	)	Affidavit.
to	)	Dated March 21st,1895,
T h e P u b l i c.	)	Filed Apr. 24th,1895. Recorded Vol. 10 Mis.432

In the matter of title to that certain piece or parcel of land in Snohomish County,Wasn described as beginning at a point 1626 ft. 10 in. N 75° E from the meander post corner on the beach at Mukilteo on the 7th Standard Parallel said post being the SW corner of lot 1 Sec. 33 Tp. 29 N.R. 4 E. & running thence as follows: N 15° E to theGov't meander line on the beach of Mukilteo thence Wly along said meander line to a point N 15° West from the place of beginning thence S 15° East to the place of beginning, same being a portion of lot 1 Sec. 33 Tp. 29 N.R. 4 E. Snohomish,Washington.

State of Washington)
County of K i n g) ss.

Arthur A.Denny of said County of lawful age being by me first duly sworn on his oath. That he is a citizen of the State of Wasn resident of Seattle in said County and wholly disinterested in this matter and is competent to testify as a witness in and of the same. That he has been a resident of Seattle since 1852,That he has known Morris H.Frost grantor in Instrument No. 3 of Statement of title to which this is appended since about the year 1854 and contineuously from then to the time of his death that during all the time he so knew him affiant never knew of his having any wife or family and always understood him to be a single man.

Subscribed and sworn to before me this 21st day of March A.D.1895.

Arthur A.Denney.

Clifford J.Andruss,Notary Public in and for King County,Washington,residing at Seattle in said County.

(Notary Seal)

State of Washington)
County of K i h g) ss.

David Kellogg of said County of lawful age being by me first duly sworn on his oath says that he is a citizen of Washington,resident of Seattle Washn. where he has resided since 1863, that he knew Morris H.Frost mentioned in affidavit of Arthur A.Denny of this date proceeding) that he knew him well and saw him frequently from 1864 up to the time of his death, that during all of that time continuously affiant never heard or knew of said Frost having any wife or family and always understood that he never was married and was a single man and further affiant says not.

David Kellogg.

Subscribed and sworn to before me this 21st day of March 1895.

Clifford J.Andruss,Notary Public in and for King County,Washn,residing at Seattle in said County.

(Notary Seal).

Instrument No. 5

Morris H.Frost and Jacob D.Fowler and Mary Fowler, wife of said Jacob, D.Fowler.	)	D e e d.
	)	Dated Feb. 7th, 1878.
to	)	Filed Jan. 21st, 1889
Martin V.B.Stacy.	)	Recorded Vol. 7 Ds.436
		Consideration $10.

Grantors do grant, bargain, sell and convey unto grantee, heirs and assigns, all the following lands in Snohomish County, Washington, towit:

The SW¼ of the NE¼ and lots 2,3 and 4 of Sec. 4 in Tp. No. 28 N.R. 4 E and the lot 1 Sec. 33 Tp. 29 N.R. 4 E. containing 159 acres.
Also the N½ of the SE¼ of Sec. 4 and the SW¼ of the NW¼ Sec. 10 T. 28 N.R. 4 E. containing 120 acres of land.
Also the NE¼ of the NE¼ of Sec. 9, and the SE¼ of the SE¼ Sec. 4 T. 28 N.R. 4 E. containing 80 acres of land; also the NW¼ of the NW¼ of Sec. 10 in T. 28 N.R. 4 E. containing 40 acres of land; also the E½ of the NE¼ (or lot 1 and SE¼ of NE¼) of Sec. 4, and the W½ of the NW¼ (or lot 4 and the SW¼ of NW¼) of Sec. 3 in Tp. 28 N.R. 4 E. and the Lot 1 of Sec. 34 in T. 29 N.R. 4 E. containing 157.51 acres of land. Also lot 4 of Sec. 34 in T. 29 N.R. 4 E. containing 44 acres of land. Also Lot 3 and SW¼ of SE¼ of Sec. No. 13 and the NE¼ of Sec. 24 in T. 27 N.R. 3 E. containing 250.75 acres of land.

Grantors covenant to warrant and defend said premises against all claims, except as to a certain mortgage made by the parties of the first part to one Walter Crockett and also a certain mortgage made to Crawford & Harrington and Schwabacher Bros. & Co.
The interlineation of the words "the southwest quarter of the northeast quarter" between the lines twenty and twenty one on the first page of this instrument was made before signing.

Witnesses: Two.

(signed) Morris H.Frost (Seal)
Jacob D.Fowler (Seal)
her
Mary X Fowler (Seal)
mark

Acknowledged Feb. 7, 1878 by Morris H.Frost, Jacob D.Fowler and Mary Fowler, wife of said Jacob D.Fowler (separate acknowledgment by wife) before Angus Mackintosh, Notary Public for King County, W.T. (Notary Seal)

Instrument No. 6

Martin V.B.Stacy and Elizabeth A. Stacy, his wife ofSeattle,W.T.	D e e d.
to	Dated Feb. 23rd,1878.
George Brackett,	Filed Mar. 1st,1878.
	Recorded Vol. 2 Ds.397
	Consideration $400.00

Grantors do remise,release and forever quit-claim unto grantee, his heirs and assigns,

All those certain lots, pieces or parcels of land,situated in the County of Snohomish,Territory of Washington, to-wit:--

Lot 3 and SW¼ of SE¼ of Sec. 13 and NE¼ of Sec. 24 in Tp. 27 N. of R. 3 East containing 250.25 acres of land in Snohomish County, aforesaid.

Two Witnesses. (signed) Martin V.B.Stacy (Seal)

Elizabeth A.Stacy (Seal)

Acknowledged Feb. 23rd,1878 by Martin V.B.Stacy and Elizabeth A. Stacy,his wife, (separate acknowledgment by wife) before A.Mackintosh, Notary Public in and for W.T. (Notary Seal).

Instrument No. 7

George Brackett and Etta E. Brackett, his wife of Snohomish County, Washington Territory	)	D e e d.
	)	Dated Aug. 1st, 1883.
to	)	Filed Aug. 11th, 1883.
Avery C. Allen and Fannie L. Allen (husband and wife.	)	Recorded Vol. 4 Ds. 683 Consideration $900.00

Grantors grant, bargain, sell, convey and confirm unto Grantees, their heirs and assigns,

the following described tract or lot of land, situated in the County of Snohomish, State of Washington, to-wit:--

Lot 3 in Sec. 13 of Tp. 27 N. of R. 3 East, containing 50 75/100 acres.

Grantors covenant that the said premises in the quiet and peaceable possession of the said parties of second part, their heirs and assigns, they will warrant and defend said premises against all and every person or persons whomsoever lawfully claiming or to claim the same, by through or under the said parties of first part.

Witnesses: Two. (signed) George Brackett (Seal)

Etta E. Brackett (Seal)

Acknowledged Aug. 10th, 1883 by George Brackett and Etta E. Brackett, his wife, (separate acknowledgment by wife) before Wm. Whitfield Notary Public in and for Snohomish County, Washington Territory.
(Notary Seal).

Instrument No. 8

Avery C.Allen and Fannie L. Allen,(husband and wife) of Snohomish County, W.T.	)	M o r t g a g e.
	)	Dated Aug. 2nd,1883.
to	)	Filed Aug. 13th,1883.
George Brackett of the same place.	)	Recorded Vol. 3 Mtg. 203
		Consideration $900.00

Grantors do grant, bargain, sell,convey and confirm unto Grantee hisheirs and assigns,

the following described tract of land, situated in the County of Snohomish,State of Washington, to-wit:--

Lot 8 in Sec. 13 of the Tp. 27 N. of R. 3 East containing 50.75 acres.

Mortgage to secure the payment of $900 etc.

(Terms of Mortgage)

Witnesses: Two, (signed) A.C.Allen (Seal)
Fannie L.Allen (Seal)

Acknowledged Aug. 10th,1883 by A.C.Allen and Fanny L.Allen, (his wife) (separate acknowledgment by wife) before Wm.Whitfield,Notary Public in and for Snohomish County and Washington Territory. (Notary Seal).
Marginal Notation: "For satisfaction of this Mtg. see Vol. 5 Mtgs.568.
Fred H.Lysons,Co.Auditor".

Instrument No. 9

George Brackett,	)	Satisfaction of Mortgage.
	)	
to	)	Dated May 1st, 1889
	)	
Avery C. Allen and Fannie L. Allen, his wife of Snohomish County, Wn.	)	Filed May 13th, 1889
	)	Recorded Vol. 5 Mtg. 568

Grantor does hereby certify and declare that a certain Mortgage, bearing date the Second day of August 1883 made and executed by Avery C. Allen and Fannie L. Allen, his wife of Snohomish County Washington Territory, parties of the first part therein to George Brackett of Snohomish County, Wash. Ty. the party of the second part therein, whereby

Lot 3 in Sec. 13 in Tp. 27 N. of R. 3 East W.M. was mortgaged for the sum of $900 said mortgage being recorded in the office of the County Auditor of the County of Snohomish and Territory of Washington in Volume "3" of Mortgages on page "203" on the 13th day of August 1883 together with the debt thereby secured is fully paid, satisfied and discharged.

Witnesses: Two, (signed) George Brackett (Seal)

Acknowledged May 1st, 1889 by George Brackett, before Edmund Bowden Notary Public in and for Washington Territory. (N.P. Seal).

Instrument No. 10

Avery C.Allen and wife Fannie L. Allen, of Snohomish County, W.T.	)	Real Estate Mortgage.
to	)	Dated May 1st,1889.
Lombard Investment Company.	)	Filed May 9th,1889
		Redorded Vol. 5 Mtg. 556 Consideration $1000.00

Grantors do hereby grant,bargain, sell and convey unto Grantee,

the following described premises situated in the County of Snohomish,Territory of Washington, to-wit:--

Lot 3 of Sec. 13 in Tp. 27 N. of R. 3 (excepting a strip of land 4 rods wide and 40 rods long out of the SW cor. of said Lot 3 heretofore sold to A.M.Pritchard) all East of the W.M. containing in all 49.75 acres more or less according to government survey.

Grantors covenant with second party that they have good right to sell and convey said premises, that the same are free from incumbrances that they will warrant and defend the title against the lawful claims of all persons, That they will pay to Grantee, at its office $1000 on the first day of May 1894 with interest thereon from date until paid at the rate of 6% per annum payable semi-annually on the first days of May and November in each year and in accordance with the one promissory note of the said parties of first part with coupons attached of even date herewith. (Other covenants)

Witnesses: Two. (signed) Avery C.Allen (Seal)
Fannie L.Allen (Seal)

Acknowledged May 9th,1889 by Avery C.Allen and Fannie L.Allen his wife, before D.W.Craddock,Notary Public in and for Washington Territory. (N.P.Seal).

ORIGINAL PLAT OF

NORTH EDMONDS.

WASH.

RIGHT NEVINS SCE

EDMONDS HARBOR

PUGET SOUND

#11

Instrument No. 12

Avery C. Allen and Fannie L.Allen his wife of Snohomish County, Washington, to Henry Binnian of King County, Washington.	Mortgage, Dated Feb. 10th,1892, Filed Feb. 19th,1892. Recorded Vol. 14 Mtg. 436 Consideration $597.30

Grantors grant, bargain, sell and convey unto Grantee,

the following described real property, situate in the County of Snohomish and State of Washington, to-wit:--

All of Lot 3 in Sec. 13 in Tp. 27 N.R. 3 East except lots 1 in Block 1, Lot 1 in Block 2, Lots 6 in Block 25, lot 13 in Block 16 and lot 1 in Block 27 all in North Edmonds, Washington and also except one acre described as follows, Commencing at SW corner of said lot 3, thence E 40 rods N 4 rods West 40 rods S 4 rods to pt. of beginning in al 52.75 acres.

Mortgage to secure the payment of $597.30 together with interest thereon at the rate of 1% per- umonth from date until paid according to the terms and conditions of a certain prom. note bearing even date herewith made by Avery C.Allen and Fannie L.Allen payable on or before 2 years after date to the order of Henry Binnian and these presents shall be void if such payment be made according to the terms and conditions thereof.

Atty. fee, $20.00

Witnesses: Two. (signed) Avery C.Allen (Seal)
Fannie L.Allen (Seal)

Acknowledged Feb. 16th,1892 by Avery C.Allen and Fannie L.Allen (separate acknowledgment by Fannie L.Allen, wife of said Avery C.Allen) before Willard M.Allen, Notary Public in and for the State of Washington residing at Edmonds in said County. (Notary Seal).

Instrument No. 13

Avery C.Allen and Fannie L.Allen, His wife	Right of Way Deed,
to	Dated Sept. 18th,1890
Seattle & Montana Railway in the County of Snohomish, Wash.	Filed Sept. 19th,1890.
	Recorded Vol. 13 Ds.175.

In consideration of the benefits and advantages accruing to Grantors from the location,construction and operation of the Seattle and Montana Railway in the County of Snohomish,in the State of Washington and in further consideration of the sum of $500 to them in hand paid by the Seattle and Montana Railway Company a corporation formed and existing under and by virtue of the laws of the State of Washington, the receipt whereof is hereby acknowledged, they do by these presents give,grant, bargain,sell and convey unto the said Seattle and Montana Railway Company its successors and assigns forever, all that portion of the following described lands that lie within a distance of 40 feet on each side of the center line of the railway of said Company, as the said center line is now located, staked out and established upon and across the following described lands, or lands adjacent thereto:

Lots numbered 132and 3 in Sec. 13 and Lot 1 in Sec. 12 all in Tp. 27 N.R. 3 East of W.M.

which said centre line enters said hereinbefore described lands on the S. side of the above mentioned lot 3 and about 2060 ft. West of the SE corner thereof, which point is at or near the line of ordinary high tide, and thence runs in a NEly course 5570 feet to a pt. in the E line of the above mentioned lot 1 in Sec. 12 about 480 ft. N. of the SE corner thereof said pt. of intersection being about the line of ordinary high tide, in Sec. Nos. 12 & 13 Tp. No. 27 Range No. 3 East of W.M. Said strip containing 10.7 acres more or less,
together with all their right, title and interest therein or thereto so that neither they nor any perso or persons claiming by,through or under them shall have any claim or demand either in law or equity,against said Railway Company because of the construction operation or maintenance of its said railway through said lands, or appertaining to said strip of land through and out of the said first above described lands. And the said Grantors covenant that they are the owners in fee simple of all the above described strip of land, that the same is free and clear of all incumbrances, and that they will warrant and defend the title to said strip of land against all lawful claims whatsoever.

(Over)

Vol. 13 Ds. 175 page 2.

And the said Railway Company its successors or assigns shall have the right t go upon the land adjoining to said center line 100 feet on each side thereof and cut down all trees dangerous to the operation of said railway. .....reserving to the grantors herein all their littoral and riparian rights both to the East and West of strip of land and seashore herein conveyed.

Grantors covenant also that upon the request of said Ry.Comp'y to make and execute all such other deed or deeds or other assurance in law for the more effectual and certain conveyance of said strip of land and seashore included in said strip unto the Seattle and Montana Railway Co. its successors or assigns as the said Company etc, shall require or advise:- And Grantors reserve to themselves their heirs, exe. Adm. etc the right to use the streets shown upon the plat of Allens Addition to Edmonds which cross said strip of land herein conveyed and the right to dedicate the same to the public, Subject to the right of way of the Seattle and Montana Railway Co. over and across the same and the said parties of the first part reserve the right to construct sewers and to lay water pipes across the said st ip of land to be constructed and laid to the satisfaction of said Company and under its directions and approval and so as not to interfere in any way with the rights and privoleges of said Company and so as not to interfere,obstruct in any way its right of way and the free and unobstructed use of the same.

Witnesses: Two. (signed) A.C.Allen (Seal)

Fannie L.Allen (Seal)

Acknowledged Sept. 18th,1890 by Avery C.Allen and Fannie L.Allen his wife, (separate acknowledgment by wife) before Willard M.Allen, Notary Public in and for the State of Washington ,residing at Edmonds in the County of Snohomish. (N.P.Seal).

Instrument No. 14

Amos H.Fletcher & Sarah F.Fletcher)	Right of Way Deed.
)	
to)	Dated Nov. 28,1890
)	
Seattle and Montana Railway in the County)	Filed Dec. 5th,1890
of Snohomish in the State of Wash-)	
	Recorded Vol. 13 Ds.495

In consideration of the benefits and advantages accruing to Amos H. Fletcher & Sarah F.Fletcher from the loc ation construction and operation of the Seattle and Montana Railway in the County of Snohomish in the State of Washington and in further consideration of the sum of $200 in hand paid by the Seattle and Montana Railway Company a corporation formed and existing under and by virtue of the laws of the State of Washington the receipt whereof is hereby acknowledged do by these presents give,grant,bargain,sell and convey unto the said Seattle and Montana Railway Company its successors and assigns forever, all that portion of the follo ing described lands that lie within a distance of 50 ft. on each side of the center line of the railway of said Company as the said center line is now located, staked out and established upon and across the following described lands or lands adjacent thereto:

Lots 1,2, 3 in Sec. 13, and Lot 1 in Sec. 12 Tp. No. 27 N.R. No. 3 East of W.M. Said strip containing 9 acres more or less together with all their right, title and interest therein or thereto so that neither they nor any person or persons claiming by through or under them shall have any claim or demand,either in law or equity against said railway company because of the construction operation or maintenance of its said railwy through said lands or appertaining to said strip of land through and out of the said first above described lands.

Witnesses: Two. (signed) Amos H.Fletcher (Seal)
Sarah F.Fletcher (Seal)

Acknowledged Nov. 28th,1890 by Amos Fletcher and Sarah F. Fletcher,wife of said Amos Fletcher, (separate acknowledgment by wife) before Jno.L.Hudner,Notary Public in and for the State of California, residing at Hollister in the County of San Beneto.(N.P.Seal).

Instrument No. 15

Avery C.Allen and Fannie L.Allen, his wife	Bond for a Deed.
to	Dated....
Willard M. Allen	Filed Apr. 12th,1890
	Recorded Vol. 10 Ds. 220

Know all Men by these Presents: That Avery C.Allen and Fannie L. Allen (his wife held and firmly bound unto Willard M.Allen in the sum of $300 gold coin of the United States of America, to be paid to the said Willard M.Allen,executors, administrators or assigns for which payment well and truly to be made we bind iurselves their heirs, executors and administrators firmly by these presents, Sealed with out seals and dated the first day of April 1890. The condition of the above obligation is such that if the above bounden obligors shall on the 12th day of May 1895 make, exequte and deliver unto the said Willard M.Allen (provided that the said Willard M.Allen shall on or before that day, have paid to the said obligors the sum of $5 the price by said Willard M.Allen agreed to be paid therefor) a good and sufficient conveyance with the usual covenants all of this certain lot, piece or parcel of land,situate lying and being in the County of Snohomish and State of Washington and bounded and particularly described as follows, towit:

Beginning on the bank of Puget Sound at a pt. 4 rods N of the SW corner of Lot 3 in Sec. 13 of Tp. 27 N.Range 3 East, thence E 40 rods thence N 20 rods thence W to the bank of Puget Sound thence following the bank of Puget Sound to place of beginning containing 5 acres more or less.

Then this obligation to be void, otherwise to remain in full force and virtue.

Witnesses: One. (signed) A.C.Allen (LS)
Fannie L.Allen (LS)

Acknowledged Apr. 1st,1890 by Avery C.Allen and Fannie L.Allen (his wife) (separate acknowledgment by wife) before J.C.Denney, Notary Public in and for Washington Territory. (N.P.Seal).

Instrument No. 16

RECORD OF THE PROCEEDINGS

OF THE BOARD OF COUNTY COMMISSIONERS FOR SNOHOMISH COUNTY, WASHINGTON,

a ADJ. Feb. MARCH TERM, 1892.

North Edmonds "Town Plat,
Partially vacated.

Petition of A.C.Allen et al presented to the Board on the 13 day day of Feb. 1892, for the vacation of the Town Plat of North Edmonds as recorded in Plat Book No. 2 in Auditor's Office excepting the SW¼ of the SE¼ of Sec. 13 Tp. 27 N.R. 3 E. And the Board being satisfied that notices have been posted according to law and that they are the owners of said Plat,

Therefore it is ordered by the Board that the plat be vacated as petitioned for excepting First St. from Lake St. to Durie St. and Alameda Street from First St. to the Puget Sound.

Recorded Vol. 4 Com. Records page 301.

Instrument No. 17

Avery C.Allen and Fannie L.Allen, of Edmonds,Wash to Willard M.Allen of McMurray,Wash.	Deed. Dated Nov. 22nd,1893 Filed Nov. 23rd,1893. Recorded Vol. 34 Ds.143 Consideration $500.00

Grantors grant, bargain, sell,convey and confirm unto Grantee,his heirs and assigns,

the following described tract of land, situated in the County of Snohomish,State of Washington, to-wit:--

Beginning at the NW corner of the SW¼ of the SE¼ of Sec. 13 Tp. 27 N.R. 3 E. running thence N 51° 14' W 541.84 feet to the Eastern bndry. of the right of way of the Seattle and Montana Railroad thence running in a SWly direction along said Eastern boundary of the railroad right of way until an intersection is made with the South line of Lot 3 of Sec. 13 Tp. 27 N.R. 3 E. thence running East along the S line of said Lot 3 of Sec. 13, 700 feet (more or less) to place of beginning.

Excepting a tract of land bounded and described as follows, towit: (Beginning at the SW corner of Lot 3 of Sec. 17 Tp. 27 N.R. 3 E. running thence E 40 rods thence N 4 rods thence W to the waters of Puget Sound thence in a Wly direction along the meander line to place of beginning,containing 1 acre more or less)

Grantors covenant to warrant and defend said premises against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witnesses: Two. (signed) Avery C.Allen (Seal)

Fannie L.Allen (Seal)

Acknowledged Nov. 22nd,1893 by Avery C.Allen & Fannie L.Allen, (separate acknowledgment by Fannie L.Allen, wife of said Avery C.Allen) before Louis F.Hart,Notary Public in and for the State of Washington, residing at Snohomish. (Notary Seal).

Instrument No. 18

A.C.Allen and Fannie L.Allen, his wife, to D.W. Craddock , and John W. Miller.	)	Real Estate Contract. Dated Sept. 13th,1890. Filed Oct. 6th, 1890. Recorded Vol. 13 Ds.220 Consideration $250.

It is hereby mutually agreed that
Grantors will sell to said parties of the second part, their heirs or assigns and said grantees will purchase of said first parties, their heirs, executors or administrators, the following described tract of land,situated in Snohomish County,State of Washington, tiwit:

Lot number 1 Block number 2 in Allen's Addition to Edmonds,Wash. on the following terms:
1st. The purchase price for said land is $250 of which the sum of $34.50 has this day been paid as earnest, and the further sum of $215.50 to be paid on or before the 13th day of September A.D.1891.

2d Said land to be conveyed by a good and sufficient deed.
3d. Time is of the essence of this contract.

(Other agreements)

Witnesses: Two. (signed) A.C.Allen (Seal)

Fannie L. Allen (Seal)

Acknowledged Sept. ____,1890 by A.C.Allen and Fannie L.Allen,his wife, (separate acknowledgment by wife) before Willard M.Allen,Notary Public in and for Washington,residing at Edmonds. (N.P.Seal).

Instrument No. 19

Avery C. Allen and Fanny L.Allen his wife, to Richard Nevins Jr.	)	Mortgage Dated Dec. 16th,1890. Filed Dec. 27th,1890. Recorded Vol. 9 Mtg. 410 Consideration $525.00

Grantors grant, bargain, sell,convey and confirm unto Grantee,his heirs and assigns

the following described tracts or parcels of land,situated in the County of Snohomish,State of Washington, to-wit:--

All of Blocks 3 and 26, Lots 1,2,3 and 4 Block 16, Lots 2,3, 4,5 and 6 Block 2, Lots 9 to 24 both inclusive Block 17 North Edmonds as per the plat now on file with the Auditor of said Snohomish County.

And in consideration of the foregoing said second party agrees to release said described premises except Block 3, from the lein of this mortgage in such amounts but not less than ten lots, as may be requested by said first parties u pon the payment to said second party of the sum of $15 for every lot so released.

Mortgage to secure payment of $525 together with interest thereon at the rate of 1% per month from date until paid, according to the terms and conditions of 1 certain promissory note bearing even date herewith made by Avery C.Allen payable in one year to the order of Richard Nevins,Jr. and these presents shall be void if such payment be made according to the terms and conditions thereof.

Atty. fee $50.00

Witnesses: Two. (signed) A.C. Allen (Seal)

Fannie L. Allen (Seal)

Acknowledged Dec. 16th,1890 by A.C.Allen and Fannie L.Allen, his wife, (separate acknowledgment by wife) before Willard M.Allen, Notary Public in and for the State of Washington,residing at Edmonds. (N.P.Seal).

Taxes paid and transfer entered.
Fred H.Lysons,County Auditor.

Instrument No. 20

Avery C.Allen and Fannie L.Allen, his wife, to John Krieger.	Deed. Dated Feb. 11th,1891. Filed Feb. 13th,1891. Recorded Vol. 16 Ds. 21 Consideration $75.00

Grantors grant, bargain sell,convey and confirm unto Grantee, his heirs and assigns,

the following described tract of land,situated in the County of Snohomish,State of Washington, to-wit:--

Lot numbered 6 in Block numbered 25 North Edmonds,Wash, according to the Original plat thereof.

Grantors covenant to warrant and defend said premises against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witnesses: Two.

(signed) Avery C.Allen (Seal)

Fannie L.Allen (Seal)

Acknowledged Feb. 11th,1891, by A.C.Allen and Fannie L.Allen, his wife (separate acknowledgment by wife) before Willard M.Allen, Notary Public in and for the State of Washington,residing at Edmonds. (N.P.Seal).

Taxes paid and transfer entered.
Geo. Ruff, County Auditor,
By T.E.Headlee,Deputy.

Instrument No. 21

A. C. Allen and Fannie L. Allen, his wife, to Minnie Geddes.	Deed. Dated Feb. 24th, 1891. Filed Mar. 11th, 1891. Recorded Vol. 16 Ds. 140 Consideration $150.00

Grantors grant, bargain, sell, convey and confirm unto Grantee, her heirs and assigns,

the following described tract of land, situated in the County of Snohomish, State of Washington, to-wit:--

Lot numbered 13 in Block numbered 16 in North Edmonds Wash. according to the original plat thereof now on file in the office of the auditor of Snohomish County.

Grantors covenant to warrant and defend said premises against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witnesses: Two. (signed) Avery C. Allen (Seal)

Fannie L. Allen (Seal)

Acknowledged Feb. 24th, 1891 by A.C. Allen, Fannie L. Allen, his wife (separate acknowledgment by wife) before Willard M. Allen, Notary Public in and for the State of Washington, residing at Edmonds. (N.P. Seal).

Taxes paid and transfer entered.
Geo. C. Ruff, County Auditor,
By T. E. Headlee, Deputy.

Instrument No. 22

Avery C. Allen and Fannie L.Allen, his wife, to Tirzah S. Proctor.	D e e d. Dated April 1st,1891. Filed June 25th,1892. Recorded Vol. 26 Ds. 101 Consideration $125.00

Grantors grant, bargain, sell, convey and confirm unto Grantee,her heirs and assigns,

the following described lot, situated in the County of Snohomish State of Washington, to-wit:--

Lot 1 in Block 27 North Edmonds Wash. according to the original plat thereof.

Grantors covenant to warrant and defend said premises against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witnesses: Two.

(signed) Avery C.Allen (Seal)
Fannie L.Allen (Seal)

Acknowledged April 1st,1891 by Avery C.Allen and Fannie L. Allen,his wife (separate acknowledgment by wife) before Willard M.Allen Notary Public in and for the State of Washington,residing at Edmonds. (Notary Seal).

Instrument No. 23

Avery C.Allen and Fannie L.Allen, his wife, to The sun Publishing Co. (a corporation)	)	D e e d. Dated April 1st,1891. Filed April 14th,1891. Recorded Vol. 16 Ds.252 Consideration $250.00

Grantors grant, bargain, sell,convey and confirm unto Grantee, its heirs and assigns,

the following described tract of land,situated in the County of Snohomish,State of Washington, to-wit:--

Lot 1 in Block 1 North Edmonds according to the original plat thereof.

Grantors covenant to warrant and defend said premises against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witnesses: Two. (signed) Avery C.A llen (Seal)

Fa nnie L. Allen (Seal)

Acknowledged April 1st,1891 by Avery C Allen and Fannie L.Allen his wife, (separate acknowledgment by wife) before Willard M.Allen, Notary Public in and for the State of Washington,residing at Edmonds. (N.P.Seal).

Instrument No. 24

The Sun Company, a corporation,	)	Deed.
to	)	Dated Aug. 6th,1891.
Lyle V. Stewart of Edmonds,Wash.	)	Filed Sept. 28th,1891.
		Recorded Vol. 21 Ds. 5
		Consideration $250.00

Grantor does grant, bargain, sell, convey and confirm unto Grantee his heirs and assigns,

the following described land,situated in the County of Snohomish State of Washington, to-wit:--

The Lot numbered 1 of Block numbered 1 of North Edmonds as platted and of record in the Auditor's office of said County and State in Volume 2 of Town plats page 75.

Grantor covenants to warrant and defend said premises against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witnesses: Two. (signed) The Sun Company
By F.S.Mussetter,President
(No corp. seal) And I.Joseph,Secretary.

Acknowledged Aug. 29th,1891 by F.S.Mussetter and I,Joseph, President and Secretary of The Sun Company, before J.W.Heffner, Notary Public in and for the State of Washington,residing at Snohomish City in said State. (N.P.Seal).

Instrument No. 25

Lyle V. Stewart of Edmonds, Wash.	)	Deed.
	)	
to	)	Dated Sept. 25th, 1891.
	)	
Fred L. Brown of the same place.	)	Filed Aug. 2nd, 1892.
		Recorded Vol. 26 Ds. 198
		Consideration $250.00

Grantor does grant, bargain, sell, convey and confirm unto Grantee, his heirs and assigns,

the following described tract or lot of land, situated in the County of Snohomish, State of Washington, to-wit:--

Lot number 1 of Block number 1 of North Edmonds as platted and of record in the Auditor's office of said County and State in Volume 2 of Plats page 75.

Grantors covenants to warrant and defend said title against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witnesses: Two. (signed) Lyle V. Stewart. (Seal)

Acknowledged Sept. 25th, 1892 by Lyle V. Stewart a bachelor, before L.L. Austin, Notary Public in and for the State of Washington, residing at Edmonds. (Notary Seal).

Instrument No. 26

Avery C.Allen and Fannie L.Allen of Edmonds,Wash.	Deed.
to	Dated Nov. 20th,1893.
Howard Allen.	Filed July 9th,1894.
	Recorded Vol. 34 Ds.530 Consideration $500.00

Grantors grant, bargain, sell,convey and confirm unto Grantee, his heirs and assigns,

the following described tract of land,situated in the County of Snohomish,State of Washington, to-wit:--

Beginning at the NW corner of the SW¼ of the SE¼ of Sec. 13 Tp. 27 N.R. 3 E. running thence N 51° 14' W 541.84 feet to the Eastern boundary of the Seattle and Montana Railroad right of way thence N 38° 46' E 190 feet along the Eastern boundary of the Railroad right of way to the NW corner of Lot 4 Block 1 of North Edmonds,Wash. thence S 51° 14' E along the S side of the alley through the center of Blocks 1 to 18 ofNorth Edmonds till an intersection is made with the S line of Lot 3 of ec. 13 at or about theNW corner of Lot 1 of Block 23, North Edmonds, thence W along the S line of Lot 3 of Sec. 13 to place of beginning and containing 2½ acres more or less Excepting lot 1 of Block 1 of North Edmonds,Wash. according to the original plat thereof.

Grantors covenant to warrant and defend said premises against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witnesses: Two. (signed) Avery C.Allen (Seal)

Fannie L.Allen (Seal)

Acknowledged Nov. 20th,1893 by Avery C.Allen and Fannie L.Allen, his wife, (separate acknowledgment by wife) before W.M.Allen,Notary Public in and for the State of Washington,residing at McMurray.
(Notary Seal).

Sheet No. 27

Instrument No. 27

Willard M.Allen (a single man) of McMurray,Wash.	)	Quit claim deed.
to	)	Dated Nov. 24th,1894.
Ollie I. Howell of Snohomish,Wash.	)	Filed Nov. 28th,1894.
		Recorded Vol. 33 Ds.101 Consideration $1.00

Grantor does remise,release and forever quit claim unto Grantee, her heirs and assigns,

the following described tract of land,situated in the County of Snohomish,State of Washington, to-wit:--

Beginning at the NW corner of the SW¼ of the SE¼ of Sec. 13 Tp. 27 N.R. 3 East running thence N 51° 14' W 541.84 feet to the Eastern boundary of the right of way of the Seattle and Montana Railroad,thence running in a SWly direction along said Eastern boundary of the railroad right of way until an intersection is made with the S line of Lot 3 of Sec. 13 Tp. 27 N.R. 6 E. thence running east along the S line of said Lot 3 of Sec. 13, 700 feet (more or less) to place of beginning (excepting a tract of land bounded and described as follows, towit: Beginning at the SW corner of Lot 3 of Sec. 13 Tp. 27 N.R. 3 E. running thence E 40 rods thence N 4 rods thence W to the waters of Puget Sound thence in a SWly direction along the meander line to place of beginning and containing 1 acres more or less.

Witnesses: Two. (signed) Willard M.Allen (Seal)

Acknowledged Nov. 24th,1894 by Willard M.Allen (a single man) before J.V.Bowen,Notary Public in and for the State of Washington, residing at Snohomish. (Notary Seal).

Instrument No. 28

Avery C.Allen)	Quit Claim Deed.
to)	Dated Nov. 12th,1895.
Fannie L.Allen.)	Filed Nov. 21st,1895.
	Recorded Vol. 39 Ds.239
	Consideration $1.00

Grantor does remise,release and forever quit claim unto Grantee, her heirs and assigns,

all right,title interest and estate of said first part in and to all that certain lot, piece or parcel of land,situated in the County of Snohomish, to-wit:--

Lot 3 of Sec. 13 of Town 27 Range 3 East W.M.

Witnesses; Two. (signed) Avery C.Allen (Seal)

Acknowledged Nov. 12th,1895 by Avery C.Allen, before A.M. Prichard, A Justice of the Peace in and for Snohomish County,State of Washington,residing at Edmonds, in said County.

Instrument No. 29

Ellen J. Allen and Chas. Allen, her husband of King Co. Wash.	)	Mortgage.
	)	Dated Mar. 10th, 1896.
to	)	Filed Mar. 21st, 1896.
Charles W. Bennett of King Co., Wash.	)	Recorded Vol. 27 Mtg. 165 Consideration $2000.00

Grantors mortgage unto Grantee

Grantors grant, bargain, sell, convey and confirm unto Grantee, his heirs and assigns,

the following described lots or tracts of land, situated in the County of Snohomish, State of Washington, to-wit:--

Lot 1 Block 19, Lots 1 to 3 inclusive Block 20, Lots 1 to 6 inclusive, Block 21, Lots 12 to 15 inclusive Blok 22, Lots 5 to 19 inclusive Block 23, Lots 6 to 12 inclusive Block 24, Lots 2 to 6 inclusive Block 38, Lots 4 to 17 inclusive Block 39, Lots 3 to 18 inclusive Block 40, Lots 1 to 20 inclusive Block 42, Lots 1 to 7 inclusive Block 44, Lots 1 to 9 inclusive Block 45, Lots 12 to 19 inclusive Block 45, Lots 1 to 5 inclusive Block 46, and Lot 1 in Block Z all in North Edmonds, according to the Plat of the same recorded in the office of the County Auditor in and for Snohomish County, State of Washington.

Mortgage to secure the payment of $2000 etc.

(Terms of Mortgage)

Witnesses: Two. (zigned) Ellen J. Allen (Seal)

Chas. Allen (Seal)

Acknowledged Mar. 10th, 1896 by Ellen J. Allen and Charles Allen her husband, before R.W. Barto, Notary Public in and for the State of Washington, residing at Seattle. (N.P. Seal).

Marginal Note: "For satisfaction of this Mtg. see vol. 31 Mtgs. pg. 473.
T.E. Headlee, Co. Auditor,
per H.O. Boyd, Dep".

Sheet No. 30

Instrument No. 30

Chas. W. Bennett of Snoqualmie	)	Satisfaction of Mortgage.
	)	
to	)	Dated July 30th,1897.
	)	
Ellen J.Allen & Chas. Allen, her husband.	)	Filed Sept. 7th,1897.
	)	Recorded Vol. 31 Mtg. 473
		Consideration...

Grantor does hereby certify and declare that a certain mortgage bearing date the 10th day of March 1896 made and executed by Ellen J. Allen & Chas. Allen her husband parties of the first part therein to Chas. W.Bennett the party of the second part therein and recorded in the office of the County Auditor of the County of Snohomish in the State of Washington in Book 27 of Mortgages on pages 165 together with the debt thereby secured is fully paid,satisfied and discharged.

Witnesses: Two. (signed) Chas. W.Bennett (Seal)

Acknowledged July 30th,1897 by Chas. W.Bennett, before J.LRyan Justice of the Peace in and for the State of Washington,residing at Snohomi Snoqualmie,King Co.

Instrument No. 31

Allen J. Allen of King County, Wash.)	D e e d.
)	
to)	Dated July 17th, 1897.
)	
Martha K. Wood of the same place.)	Filed Sept. 10th, 1897.
	Recorded Vol. 23 Ds. 207
	Consideration $500.00

Grantor does grant, bargain, sell, convey and confirm unto Grantee, her heirs and assigns,

the following described land, situated in Snohomish County, State of Washington, to-wit:--

Lots 7,8,9,10,11 and 12 in Block 24, and Lots 5,6,7,8,9,10, 11,12,13,14,15,16,17 and 18 in Block 23 all in the Original Plat of North Edmonds.

Grantor covenants that she is the owner in fee simple absolute of said premises, that she has good and lawful right to sell and convey the same; that the same is free from all liens and incumbrances except taxes heredn, and that she hereby warrant and will forever defend the same from all lawful claims whatsoever, except as to taxes.

Witnesses: Two. (signed) Ellen J. Allen (Seal)

Acknowledged July 17th 1897 by Ellen J. Allen, before Fred W. West, Notary Public in and for the State of Washington, residing at Seattle. (Notary Seal).

Instrument No. 32

Martha K. Wood and W. H. Wood, her husband,	)	Deed.
to	)	Dated April 12th, 1802.
J. E. Clark.	)	Filed Apr. 24th, 1902.
		Recorded Vol. 69 Ds. 347 Consideration $1.00

Grantors grant, bargain, sell, convey and confirm unto Grantee, his heirs and assigns,

the following described lots, situated in the County of Snohomish State of Washington, to-wit:--

Lots 7,8,9,10,11 and 12 in Block numbered 24 all in the original plat of North Edmonds.

Grantors covenant to warrant and defend said premises against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witnesses: Two. (signed) Martha K. Wood (Seal)

W. H. Wood (Seal)

Acknowledged April 12th, 1902 by Martha K. Wood and W. H. Wood, her husband, (separate acknowledgment by wife) before S. F. Street, Notary Public in and for the State of Washington, residing at Edmonds.
(N.P. Seal).

Instrument No. 33

C.L.Lawry,Treasurer of the County of Snohomish,State of Washington,	)	Treasurer's Deed.
	)	Dated Jan. 7th,1903.
to	)	Filed June 3rd,1903.
Chris Wilsted of the County of Snohomish State of Washington.	)	Recorded Vol. 82 Ds. 89

THAT WHEREAS, On the 11th day of November A.D.1902 the Board of County Commissioners of the said County of Snohomish,State of Washington after giving due and legal notice of their intention so to do,determined to sell and directed and ordered that the hereinafter described property be offered for sale at public auction by the Sheriff of said Snohomish County, at the front door of the Court House at Everett, in said County at 10 o'clock A.M. on the 23rd day of December A.D.1902.

AND WHEREAS, The Countt Auditor of said Snohomish caused due and legal notice of said sale to be given by causing the same to be published in three different newspapers of said County, viz: The Everett Weekly Herald, Snohomish County Tribune and Arlington Enterprise for the term of four weeks, commencing on November 15th,1902 and posting a copy thereof in a conspecuous place in the Court House of said County for a like period of time, as required by law;

AND WHEREAS, In obedience to said order the said Sheriff duly offered for sale at public auction at 10 o'clock A.M. on the 23rd day of December 1902 at the front door of the Court House at Everett in said County and State, and did duly sell the hereinafter described property together with the appurtenances thereto according to law, to Chris Wilsted, who was the highest and best bidder therefor for the sum of $7 which was the highest and best sum bidden and the whole price paid therefor;

AND WHEREAS, Pursuant to the statute in such case made and provided I, C.L.Lawry County Treasurer in and for said County and party hereto of the first party duly attended the said sale and received the said sum of $7 lawful monty of the United States f America from Chris Wilsted the party of the second part hereto in payment for the said property hereinafter mentioned and so sold as aforesaid;

NOW THEREFORE, I, C.L. Lawry County Treasurer of the County of Snohomish, State of Washington, and party hereto of the first part by virtue of the said sale, and pursuant to the statute in such cases made and provided and for and in consideration of the sum of $7 lawful money of the United States of America, so bid as aforesaid, the receipt whereof is hereby acknowledged, have granted and conveyed and by these presents do grant and convey unto the said party of the second part and to his heirs and assigns forever, all the right,title and interest of the said County of Snohomish,State of Washington, of, in and to the following described property, situate in the County of Snohomish,State of Washington, towit:-

Lot numbered 17 in Block 18, Lots numbered 10 and 11 in Block 45 and Lot numbered 5 in Block numbered 46 of the Plat of North Edmonds as the same appears of record in the office of the County Auditor of said Snohomish County.

(Excepting therefrom however, all public roads, streets or alleys now in use, or rights of way for roads owned by, or sought to be appropriated at this date for public roads or streets by said County)

Witnesses: None. (signed) C.L.Lawry,
(Co. Treas. Seal) Treasurer of Snohomish County, Wash.
(Co.Aud.Seal) Attest: W.M.Ross, County Auditor.

Acknowledged Jan. 17th,1903 by C.L.Lawry the Treasurer and W.M.Ross, the Auditor of said County, before G.W.Adamson, County Clerk and Clerk of the Superior Court,for said County. (County Clerk's Seal)

#6364----1.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON, IN AND FOR SNOHOMISH COUNTY.

In the Matter of the foreclosure of Snohomish County's Delinquency Certificate for unpaid taxes for the year 1895 and prior years.

APPLICATION FOR JUDGMENT.

Comes now Snohomish County by H.D. Cooley, County and Prosecuting Attorney, in and for said County and alleges:

1. That said Snohomish County is one of the Counties of the State of Washington, created and existing under and by virtue of the laws of said State.

11. That said Snohomish County is the owner and holder of two certain certificates of delinquency issued in book form, bearing date the 9th day of May 1901, issued by C.L. Lawry, County Treasurer of said County upon all the lands and real estate situated within said County upon which taxes for the year 1895 and prior years were upon said 9th day of May 1901 unpaid, and upon which no certificate of delinquency been hereto fore issued, which said certificates of delinquency were duly filed in the office of the County Clerk of said County, on the 10th day of June 1901. (By subsequent order of Court this date of filing was changed to May 9th,1901-----Abstractor).

That said certificate of del-inquency contained in the colum marked "description" a description of all the lands and real estate in the County upon which taxes for the years 1895 and prior years were on said 9th day of May due and unpaid as aforesaid.

111. That said certificates contain in the colums marked "years" opposite each several description of land therein shown, the years for which the taxes upon each such description of land was delinquent on said 9th day of May 1901, up to and including the year 1895.

IV. That said Certificates show in the column marked "Total Tax" interest, and costs due Jan. 31,1898" opposite each description of land in said certificates contained, the total amount of tax due and unpaid upon each description of land for the years shown against each such description in the column marked "years" with interest on such total amount from the date of delinquency on such tax or taxes to Jan. 31,1898.

V. That wherever the words "Certificate issued" appear written or printed against or opposite any description of land in said certificates contained, a certificate has been issued to a purchaser from the County subsequent to said 9th day of May 1901, and for that reason said Snohomish county does not be this application for judgment seek to foreclose and lien for taxes against any such description of land. That where the words "Cancelled" "Redeemed" "assigned" or "Paid in full as per decree U.S. Circuit Court dated April 18 1901" or any of said words appear opposite any description of land contained in said certificate, said Snohomish County does not by this application for judgment seek to foreclose any lien against such description but as to said Snohomish County its lien as against any such description has been duly satisfied and paid.

VI. It is further alleged that each amount of taxes shown in said certificate of delinquency in the column marked "Total tax interest and costs due Jan. 31 1898" shows the true and correct amount of taxes against the description of land set opposite thereto in the column marked

"Description" for the years shown in the column marked "Years" and that each and all of said taxes were duly and regularly levied by said Snohomish County for the years shown respectively, and that each and all of said taxes except as hereinbefore shown otherwise alleged are due and unpaid.

VII. That by reason of the premises there is now due and owing to said Snohomish County as taxes upon each of the descriptions of land in said Certificates contained except as hereinbefore alleged, the full amount shown in said column marked "Total Tax, interest and costs due January 31 1898", with interest on each such amount from said 31st day of January 1898, at the rate of 15 per cent per annum.

Wherefore said Snohomish County prays judgment decreeing that it have a first lien upon each description of land mentioned and described in said certificates of delinquency, except as hereinbefore excepted, and further except as to any lands described in said certificates against which are written the words "objections filed" for the amount set opposite each descriptions of land in the column marked "total tax interest and costs due January 31,1898" with interest as aforesaid, and for its costs and disbursements herein to be apportioned among said several descriptions of lands. That the Court decree said lien be foreclosed and that said lands be sold to satisfy the judgment herein.

H.D. Cooley County and Prosecuting Attorney in and for Snohomish County, Wash.

Filed October 29th,1901".

Suit 5364 ORDER.

#TITLE#

The above entitled matter coming on before the above named Court upon the motion of H.D. Cooley, County and Prosecuting Attorney for said County, for an order directing U.L. Collins, as Clerk of said Court to mark those two certain certificates of delinquency issued by Snohomish County, in book form, bearing date May 9th,1901, and now on file in his office "Filed May 9th,1901", and to erase therefrom the words "Filed June 10th 1901" as they now appear upon said certificates, and upon the affidavits of William R. Booth, U.L. Collins and G.W. Adamson, filed in support of said motion, it appearing to the Court that said certificates of delinquency were in fact filed in the office of the Clerk by the treasurer of said County upon May 9th,1901.

Now, Therefore it is hereby ordered that the Clerk of said Court be, and he is hereby directed to erase from said certificates of delinquency the words "Filed June 10th 1901", and to endorse thereon the words "Filed May 9th,1901".

Further ordered that said Clerk correct the record in said cause accordingly.

Dated Sept. 5,1901. Signed John C.Denny, Judge.

#TITLE# SUMMONS IN FORECLOSURE OF DELINQUENT TAX LIEN

The State of Washington to each and to all the persons hereinafter named as owners of any of the hereinafter described real property, and

to all persons unknown, if ny, having or claiming an interest or estate in and to said property, or any part thereof;

YOU AND EACH OF YOU are hereby notified that the above named plaintiff Snohomish County, is the owner and holder of Certificates of Delinquency issued in two general certificates, in book form and dated the 13th day of May 1901, by the County Treasurer of Snohomish County, State of Washington, to said County for the several amounts set opposite each tract of landhereinafter more particularly described and set forth, the same being the amount then due and delinquent upon each such tract of land respectively for taxes for the year 1895 and for the years prior thereto, together with penalty interest and costs thereon, up to and including the 31st day of January 1898, and each such tract of land having been assessed for said year 1895 and prior years to the person whose name precedes the description thereof and who is also the reputed owner of the tract, the description whereof immediately follows his name, all of said property, being situate in said County and more particularly bounded and described as follows, towit:—

(Among other lands) the W½ of the S.E.¼ of the N.E.¼ of Sec. 18 Twp. 31, R. 4.

Also.Lot 17 Blk.18 Plat of North Edmonds,Snohomish Co.Wash.

That all of said amounts hereinabove set forth opposite said several descriptions of property bear interest at the rate of fifteen per cent per annum from the 1st day of February 1898.

And you and each of you are hereby summoned to appear within sixty days after the date of said first publication of this notice and summons exclusive of the day of said first publication, towit, within sixty days after the 24th day of May A.D. 1901 exclusive of said day, and defend the above entitled action in said Court aforesaid and pay the amount due as above set forth, upon each of such tracts of land of which you are the owners or reputed owner, or in which you have or claim an interest or estate together with the costs. In case of your failure so to do judgment will be rendered foreclosing said lien for certificate of delinquency, taxes, penalty, interest and costs, against each such tractand parcel of land hereinbefore mentioned and described.

Any pleading or process may be served upon the undersigned Attorney for said plaintiff at the address hereinbefore stated.

Snohomish County, by C.L.Lawry Plaintiff H.D. Cooley, County Attorney and Attorney for Plaintiff, P.O. Address, Everett, Wash.

#TITLE#

AFFIDAVIT OF PUBLICATION OF SUMMONS.

State of Washington
County of Snohomish SS. C.W. Gorham being duly sworn says: That he is one of the printers and publishers of the Snohomish County Tribune, a weekly newspaper printed and published at Snohomish, in Snohomish County Washington. That it is a newspaper of general circulation in said County and State, and that upon the 24th day of May 1901, it was the official paper for Snohomish County, Washington. That the annexed summons for pub-

lication was published in said newspaper and not in the supplement part, and is a true copy of the same as it was published in the regular and entire edition of said paper for a period of seven (7) consecutive weeks commencing on the 24th day ofMay 1901, and ending on the 5th day of July 1901, and that said newspaper was regularly distributed to its subscribers during all of said period.

C.W. Gorham.

Subscribed and sworn to before me this 29th day of October 1901.

James Burton, Notary Public, inandnf or
(Notary Seal). in and for the State of Wahington, residing
at Snohomish. Filed October 29th,1901.

(Note) The annexed copy of said summons is identical with the summons appearing on the preceeding page hereim. (Abstractor).

#TITLE# October 3rd 1901 an order was made by the Court dismissing the above entitled cause as to thelands described in said two certificates of delinquency against which are written or printed on said certificates the words "Certificate issued" "Cancelled" "Redeemed" "As signed" or "Paid in full as per decree of U.S. Circuit Court dated April 18,1901"

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#TITLE# COPY OF CERTIFICATE OF DELINQUENCY.

Whereas the taxes, interest, penalties and costs for the years and as below set forth remain due and unpaid on the following described property, situate in Snohomish County, Washington, and no certificate of delinquency thereon having been sold, made out and issued, against such delinquent property to any person for said taxes: Now therefore I, C.L. Lawry, County Treasurer of Snohomish County, Washington, in compliance with the law, do hereby issue this certificate of delinquency, in book form to Snohomish County, Washington, for said unpaid taxes, together with penalties interest and costs due thereon as follows, towit:

(Among other lands)

The W½ of the S.E ¼ of the N.E.¼ of Sec. 18 Twp. 31 R 4.

Also Lot 17,Blk 18, Plat of North Edmonds,Snohomish County.Wash.

Which said amounts set opposite to each description shall bear interest at the rate of 15 per cent per annum from the 1st day of Feby 1898 until paid . Said County may apply for a deed forthwith. In testimony whereof Witness my hand and seal as Treasurer of Snohomish County, State of Washington, this 9th day of May A.D. 1901. C.L. Lawry Treasurer of Snohomish County, Washington. Filed May 9th,1901.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SNOHOMISH.

In the Matter of the Foreclosure of Snohomish County's Delinquency Certificates for unpaid taxes for the year 1898 and prior years.

No. 5364.
JUDGMENT.
Filed Oct, 29,1901.

This cause having this 29th day of October,1901, been brought on to be heard upon the application for judgment foreclosing the lien of Snohomish County against the several tracts and parcels of land set forth and described in those two certain certificates of delinquency issued in book form by the treasurer of said county, bearing date the 9th day of May 1901,and filed in the office of the county clerk of said county on the 10th day of June 1901, for the taxes therein shown against each such descriptions therein contained against which are written or printed the words "Certificate issued", "Cancelled" "Redeemed" "Assigned" "Paid in full as per decree U.S. Circuit Court, dated April 18,1901 or "Objections filed" or either or any of said words, and it appearing to the Court from the proof of service on file herein that due and sufficient notice of said application for judgment has been given in the manner provided by law, by the publication of said notice, for six weeks successively, in the Snohomish County Tribune, the same being the official paper for said County, and that more than sixty days have elapsed since the date of the first publication of said noties; and it further appearing from the records and files herein that no appearance has been made and no objections filed by any person or persons interested, or claiming an interest in any of the lands and real estate described in said certificates of delinquency, except as to the description therein contained and set forth against which are written the words "Objections filed"; appearance having been made and objections filed with reference to all descriptions of land in said certificates contained against which the words "Objection filed" have been so written.

Now upon the hearing in said matter on this day had, the Court at this time not considering the matter except as to those lands concerning which no objections have been heretofore filed and upon proofs adduced it appearing to the court that the statements and allegations set forth in the application for judgment herein are true, the Court finds as follows:

1. That at all the times hereinafter mentioned and set forth,Snohomish County was,and now is,one of the counties of the state of Washington, created and existing under and by virtue of the laws of said state.
2. That on the 9th day of May 1901 taxes were due and owing to said county, upon the several tracts and parcels of land hereinafter more particularly described and set forth for the years set opposite each such description of land, in the column marked "Years". That the total amount of such taxes so due and unpaid upon such several tracts and parcels of land for such years, with interest on said several sums to January 31,189 at the rate of fifteen per cent per annum was as heretoafter set opposite each such tract and parcel of land in the column marked "Total tax, interest and costs due January 31,1898".

Sheet No. 39

111. That on said 9th day of May 1901, the County treasurer of said county issued to said Snohomish County certificates of delinquency upon all the lands hereinafter described for the taxes so due and unpaid there on for the year 1895 and prior years which said certificates were issued in two certificates, in book form, and were filed in the office of the county clerk of said county on the 10th day of June 1901. That said certificates of delinquency contain a description of all the lands and real estate in said county upon which the taxes for the year 1895 and prior years were on said 9th day of May 1901 due and unpaid as aforesaid. That said certificates contain in the column marked "Years" opposite each several description of land therein shown, the years for which the taxes upon each such description of land were delinquent on said 9th day of May 1901, up to and including the year 1895; and in the column marked "Total tax, interest and costs due Jan. 31,1898", opposite each such description of land the total amount of tax due and unpaid upon each such description of land for the years whown against each such description in the column marked "Years" with interest on such total amount from the date or dates of delinquency of such tax or taxes to January 31,1898.

1V. That subsequent to the issuance of said certificates the taxes have been paid upon a great number of the tracts and parcels contained in and covered by said certificates;but that wherever such taxes have been so paid upon any tract or parcel the words "Certificate issued" or the work "Assigned" or the work "Redeemed" has been written or stamped upon such certificate opposite the description of such tract or parcel of land.That since the issuance of said certificate as aforesaid, the taxes upon a portion of said lands have been cancelled; but that in each case where the taxes upon any tract or parcel of land have been so cancelled, the work "Cancelled" has been written upon such certificate opposite the description of such tract or parcel of land. That since the issuance of said certificate as aforesaid the taxes upon a portion of saidlands have been paid in pursuance of a decree of the United States Circuit Court for the District of Washington,Northern Division;but that there has been stamped upon said certificates opposite each such tract or parcel of land the words"Paid in full as per decree U.S. Circuit Court,dated April 18,1901".

V. That each amount of taxes shown in said certificates of delinquency,in the column marked "Total tax,judgmentinterest and costs dueJan.31,1898", shows the true and correct amount of taxes due and unpaid upon said last named date upon the description of land set opposite thereto in the column marked "Description",for the years shown in the column marked "Years" and that each and all of said taxes were duly and regularly levied by said Snohomish County for the years shown respectively,and that each and all of said taxes,except as heretofore otherwise found, are still due and unpaid and that Snohomish County now has a valid lien against each such description of land for the taxes so set opposite it in said certificates with interest thereon from the 31st day of January,1898 at the rate of fifteen per cent per annum.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, That Snohomish County do have and recover judgment against each tract and parcel of land hereinafter more particularly described and set forth and against which the words "Certificate issued", "Canceller", "Redeemed" "Assigned, "Paid in full as per decree U.S. Citcuit Court, dated April 18,1901, or Objections filed" are not written or printed for the amount shown against each such tract or parcel ofland reppectively, in the column marked "Amount of Judgment" which said judgment shall be a several judgment against each tract or lot of land hereinafter described, in the amounts set opposite thereto in the column marked as aforesaid.

Dated Oct.29th,1901. John C. Denney,
Judge.

To Whom Issued

Or

Name of Owner ~~A. C. Allen~~

Description ~~Lot 17 Block 12 Plat of North Everett~~, Snohomish County Washington.

Sec. or Lot.

Twp. or Block.

Range.

Acres.

Years. ~~1891 to 1895~~

Valuation.

Total Tax Int'st & Costs Due Jan. 31,1898.. ~~$4.10~~

Amount of Judgment. ~~$7.75~~

To Whom Sold. ~~Snohomish County.~~

Remarks.

5364----

#TITLE# ORDER OF SALE.

Whereas judgment was this day entered in the above entitled cause foreclosing the lien of Snohomish County upon certain tracts and parcels of land in said judgment more particularly described and set forth for unpaid taxes for the year 1895 and prior years;

Now therefore, You, C.L. Lawry, County Treasurer in and for said Snohomish County, or your successor in office, are hereby ordered and directed in the name of the State of Washington to sell according to law the several tracts and parcels of land in said judgment particularly described and set forth, together with the appurtenances thereunto belonging, or so much of each of such tracts and parcels of land as may be necessary to satisfy the judgment against the same together with interest and accruing costs thereon.

Dated this 29th day of October 1901.

John C. Denny, Judge.

Certificate by Co. Clerk that the foregoing is a true, full and correct copy etc, . Filed Oct. 29th, 1901.

OFFICE OF THE COUNTY TREASURER.

Tax Judgment Sale 5364, found in
TREASURER'S OFFICE.

Public notice is hereby given that pursuant to a real estate tax judgment of the superior court of the State of Washington for the County of Snohomish and an order of sale duly issued by said Court, entered the 29th day of October A.D. 1901, and to me directed and delivered, in proceedings for foreclosure of tax liens upon real estate, as per provisions of law, I shall on the 9th day of November A.D. 1901 at 10 o'clock A.M. at the front door of the court house in the city of Everett said County and State sell the following described lands or lots or so much of each them as shall be sufficient to satisfy the full amount of taxes, assessments penalties, interest and costs adjudged to be due thereon as follows, towit:- (See printed list hereto attached)

Lot 17, Blk 18 Plat of North Edmonds, Snohomish Co. Wash.

For full amount of j dgment against each of said descriptions reference is hereby made to the judgment in cause No. 5364 which was filed with the clerk of said court on the 29th day of October 1901 and which will be in the office of the County treasurer for inspection up to the time of such sale.

The purchaser of any of said sale will be required to pay, in order to entitle him to a deed thereto, in addition to the amount of the judgment against said lands, all unpaid taxes thereon subsequent to 1895 such unpaid taxes being, for the convenience of prospective purchasers at said sale, set opposite each description of land contained and included in said judgment of foreclosure.

In Witness Whereof, I have hereunto affixed my hand and seal this 29th day of October A.D. 1901.

C.L. Lawry, Treasurer of
Snohomish County, State of
Washington.
By W.R. Booth, Deputy.

(seelist attached.)

Lot 17, Blk 18, Plat of North Edmonds, Snohomish Co. Wash.

Treas. Return on Judgt. Oct.29,1901.
(In Treas. Office).
Filed Dec 20,1902.

State of Washington)
County of Snohomish) SS.

I, C.L. Lawry, County Treasurer in and for said county, do hereby certify that in accordance with a certain judgment and order of sale in the above entitled cause made and entered in the Superior Court of the State of Washington, in and for said County on the 29 day of October 1901,to me directed and delivered, I did on the 9 day of November 1901, between the hours of 9 o'clock in the forenoon and 4 o' clock in the afternoon, after first giving due and legal notice of the time and place of said sale by posting notices thereof for 10 days successively in three public places in said county, one of which was at my office and a copy of whivh is hereunto annexed and made a part hereof, offer for sale at public auction the several tracts, pieces and parcels hereinafter in said judgment and order of sale mentioned, to the party or parties offering to pay the amount of the judgment taxes, penalty, interest and costs due on each such tract, piece or parcel of land for the least quantity thereof taken from the east side of each such tract, piece or parcel of land. Said sale continuing from said 9th day of November 1901 up to and icluding the 23rd day of September 1902. That at said sale the parties whose names hereinafter appears opposite the description of the several tracts pieces or parcels of land hereinafter described offered to pay the amount of the judgment due thereon for the quantity thereof set opposite thereto and that said quantity was the least quantity thereof that said parties would accept for the amount so offered, and that there were no parties offering to pay the amount of said judgment for a less quantity thereof than that hereinafter mentioned.

Wherefore I did on and between the dates above set forth strike off and sell the following described pieces, parcels, tracts, or lots of real estate situated in said county, State of Washington, in the quantities, for the amounts and to the parties named opposite thereto as follows, towit:--

(See list attached hereto).

Description: Lot 17,Block 18 Plat of North Edmonds, Snohomish County, Washington.

Amount: $7.75.

To whom sold .Snohomish County.

Quantity sold,All

Treas. Return on Judgt. Oct. 29,1901. (In Treas. Office) Page.3.

I do hereby further certify that at such sale no bids were received from any party or parties upon any of the remaining lots, tracts or parcels of land covered by said judgment and order of sale, and that thereupon and for that reason I did on the 23rd day of September 1902, strike off and sell the said remai ing tracts, pieces and parcels of land to Snohomish County, Washington, for the full area of each tract, piece or parcel of land for the full amount of all taxes, penalties, interests and costs due thereon.

Dated at Everett, Wash. this 18th day of December,1902.

C.L. Lawry,
Treasurer.

by W.R. Booth,
Deputy.

Instrument No. 35

J.C.Scott, a single man of Edmonds County of Snohomish in the State of Washington,	Mortgage.
	Dated Nov. 11th,1904.
to	Filed Dec. 3rd,1904.
J.W.Currie of the same place.	Recorded Vol. 52 Mtg.169
	Consideration $100.00

Grantor does grant, bargain and sell, convey and confirm unto Grantee,his successors and assigns,

the following described real estate,situated in the County of Chehalis and State of Washington, to-wit:--

Lots 6,7,8,9,10,11,12,13 and 14 in Block 22 and all of Block 23 in the plat of North Edmonds according to the plat thereof on file in the office of the Auditor of Snohomish County at the City of Everett in the State of Washington.

(Covenants)

Mortgage to secure the payment of promissory note for $100 etc.

(Terms of Mortgage.

Witnesses: One. (signed) J.C.Scott (Seal)

Acknowledged Nov. 11th,1904 by J.C.Scott, a single man, before Charles R.Bell,Notary Public residing at Edmonds,Wash. (N.P.Seal).

Marginal Notation: "For satisfaction of this Mtg. see vol. 54 Mtgs.385 S.Vestal,Co.Auditor".

Instrument No. 36

J.W.Currie of Edmonds, State of Washington, to J.C.Scott of Edmonds aforesaid.	Satisfaction of Mortgage Dated May 4th, 1905. Filed May 8th, 1905. Recorded Vol. 54 Mtg. 365 Consideration $100. & accrued int.thereon

Grantor does hereby acknowledge and declare that that certain mortgage made by J.C.Scott of Edmonds aforesaid as party of the first part to him as party of the second part dated Nov. 11th, 1904 as security for the payment of the sum of $100 with interest thereon at the rate of 10% per annum from date hereof until paid, according to the terms and conditions of a certain promissory note, bearing even date with said mortgage, made by said J.C.Scott and payabe to his order, which mortgage is recorded on page 169 of volume 52 of Mortgages, records of Snohomish County Washington in the office of the Auditor of said County, has been fully satisfied and that the principal and interest of the debt secured thereby has been paid to him in full.

And in consideration of said payment he does hereby remise, release and forever quit claim unto the said J.C.Scott and to his heirs and assigns forever, all and singular the land and premises described in said mortgage that is to say: All those certain lots or parcels of land situated in Snohomish County, State of Washington, bounded and described as follows, to-wit:--

Lots 6,7,8,9,10,11,12,13 and 13 in Block 22 and all of Block 23 in the plat of North Edmonds according to the plat thereof on file in the office of the Auditor of Snohomish County at the City of Everett.

Witnesses: One. (signed) J.W.Currie (Seal)

Acknowledged May 4th, 1905 by J.W.Currie, before Charles R.Bell, Notary Public in and for the State of Washington, residing at Edmonds. (Notary Seal).

Instrument No. 37

C.L.Lawry, as Treasurer of Snohomish County, State of Washington to Henry Webster.	Treasurer's Tax Deed. Dated Jan. 3rd, 1905. Filed Jan. 11th, 1905. Recorded Vol. 85 Ds.628

State of Washington)
County of Snohomish)ss.

Witnesseth, That whereas at a public sale of real estate held on the 31st day of December A.D.1904 pursuant to a real estate tax judgment entered in the Superior Court in the County of Snohomish on the 15th day of December AD.1904 in proceedings to foredlose tax liens upon real estate and an order of sale duly issued by said Court Henry Webster duly purchased in compliance with the laws of the State of Washington the following described real estate situate in Snohomish County, State of Washington towit: Lots numbered 2,3,4,5 and 6 in Block 38 of the Original Plat of North Edmonds as the same appears of record in the office of the County Auditor of said Snohomish County.
And that said Henry Webster has complied with the laws of the State of Washington necessary to entitle him to a deed for said real estate.

Now therefore know ye, that I, C.L.Lawry County Treasurer of said County of Snohomish, State of Washington in consideration of the premises and by virtue of the statutes of the State of Washington in such cases provided do hereby grant and convey unto Henry Webster his heirs and assigns forever the said real estate hereinbefore described.

Given under my hand and seal of office this 3rd day of January A.D.1905.

C.L.Lawry,
County, Treasurer.

(Official Seal of Treasurer)

Owing to uncertainty in the Plat of North Edmonds, a small portion of lot 2 above described may extend over and into the vacated part of the plat, therefor we show this instrument, but omit all proceedings under which said lots were sold for taxes, stating merely that examinations thereof seems to show their entire regularity.--Abstracter's Note.

Instrument No. 38

W.R.Booth as Treasurer of Snohomish County,State of Washington to K. B. Theurer.	Treasurer's Deed. Dated Oct. 29th,1906. Filed Oct. 30th,1906. Recorded Vol. 94 Ds. 506 Consideration....

Witnesseth, That whereas, at a public sale of real estate held on this 27th day of October A.D.1906 pursuant to a real estate tax judgment entered in the Superior Court in the County of Snohomish on the 13th day of October A.D.1906 in proceedings to foreclose tax liens upon real estate and an order of sale duly issued by said Court K.B. Theurer duly purchased in compliance with the laws of the State of Washington, the following described real estate,situate in Snohomish County State of Washington to-wit:--

Lot numbered 1 in Block 3 of Langs First Addition to Everett Lots 15 and 16 in Block 38 of the Plat of North Edmonds. Lot 22 in block 25 of the plat of Galena City. Lots 1,2,3,4,5 and 6 in Block 4 of Davis and Waldrons First Addition to Hartford, as the said plats appear of record in the office of the Auditor of said Snohomish County.

And that saidKB Theurer, has complied with the laws of the State of Washington necessary to entitle him to a deed for said real estate.

Now therefore Know ye, that I W.R.Booth County Treasurer of said County of Snohomish,State of Washington in consideration of the premises and by virtue of the statutes of the State of Washington in such cases provided do hereby grant and convey unto K.B.Theurer his heirs and assigns, forever, the said real estate hereinbefore described.

Given under my hand and seal of office this 29th day of October A.D.1906.

W.R.Booth,
(Official Seal of Treasurer of Sno.Co.) County Treasurer.

Abstracter's note: Owing to uncertainty in the Plat of North Edmonds a small portion of Lot 16 above described may extend over and into the vacated part of the plat, therefor we show this instrument, but omit all proceedings under which said lots were sold for taxes,stating merely that examination thereof seems to show sheir entire regularity.

Instrument No. 39

IN THE SUPERIOR COURT OF SNOHOMISH COUNTY, STATE OF WASHINGTON.

Henry Binnian, Plaintiff, Vs. Avery C.Allen and Fannie L.Allen, his wife; John Kreiger, Minnie Geddes, Fred L.Brown, Tirzah S.Proctor, Howard Allen, Ollie I.Allen, nee Ollie I. Howell and the Seattle & Montana Railway Company, Defendants.	No. 2940. COMPLAINT.

First Cause of Action alleges: that the Lombard Investment Company was a corporation duly authorized to do business in the State of Washington, having their office and place of business at Seattle.

That on the 1st day of May 1889 at Seattle in said State the defendants Avery C.Allen and Fannie L.Allen, duly executed and delivered to the Lombard Investment Company, their real estate first mortgage coupon bond, bearing date of that day, in the sum of $1000 with interest thereon at 6% payable semi-annually- with 12% per annum after maturity.

That to secure the payment of said bond said Avery C. and Fannie L. Allen executed and delivered to said Lombard Investment Company their certain mortgage, which mortgage was on the 9th day of May 1889 duly recorded in the office of the Auditor of Snohomish County in Vol. 5 of Mortgages page 556, a copy of said mortgage with the endorsements thereon being annexed to said complaint marked Ex."A" and made a part thereof. (Said mortgage appears in this abstract in full)

Alleges that subsequently the said Lombard Investment Co. for value received, endorsed and delivered to this plaintiff said promissory note, and assigned to this plaintiff said mortgage, and the plaintiff is now the owner and the holder thereof.

That no part of the principal or interest mentioned in said note and mortgage has been paid except the interest on said note up to the maturity thereof.

That in case of suit to recover on said note and mortgage there was an agreement in said note and mortgage to pay an additional sum of 20% of the entire amount due as attorney fees.

That said defts. John Krieger, Minnie Geddes, Fred L.Brown, Tirzah S. Proctor, Howard Allen, Ollie I Allen, nee Ollie I.Howell and the Seattle & Montana Railway Company claimed to have some interest in the property described in said mortgage, but that the same is subject to the mortgage aforesaid.

Second Cause of Action:

That on the 10th day of February 1892 said Defts. Avery C.Allen and Fannie L.Allen executed and delivered to said Henry Binnian their certain promissory note bearing date of that day in the sum of $597.30. Int. 1% a month until paid and in case of suit an attys. fee of $60.00.

Suit 2940 page 2.

That to secure the payment of said promissory note, said Allens, executed and delivered to said Henry Binnian their certain mortgage, which mortgage was duly recorded in the office of the Auditor of Snohomish County in Vol. 14 of Mortgages page 436 of the records of Snohomish County, a copy of said Mortgage is annexed to said complaint marked Ex.B and made a part thereof (Said mortgage appears in full in this abstract)

Therefore plaintiff prays judgment against said defendants Avery C. Allen and Fannie L.Allen,

1st. For the sum of $1950.25 with 12% Int. from the 1st day of May 1895 until paid and for an attys. fee of $284.00 in addition to the Statutory fee, and for costs & disbursements herein, and sale of mortgaged premises.

2nd. Prays for usual decree of foreclosure and sale of mortgages premises barring all defendants or persons claiming under them, deficiency judgment if there be a deficiency, that the plaintiff or any other party to this suit may become a purchaser at said sale, that the purchaser be let into immediate possession of said premises on application of the sheriff's deed therefor, that the sheriff execute a deed to said purchaser and for such other relief as may seem to the Court meet and equitable .

Signed and verified June 28th A.D.1895.

Filed July 2nd,1895.

#TITLE# SUMMONS.

The State of Washington to the said defendants: Avery C.Allen, Fannie L.Allen, John Krieger, Minnie Geddes, Fred L.Brown, Tirzah S. Proctor, Howard Allen, Ollie I.Allen, nee Ollie I.Howell and the Seattle & Montana Railway Company and each of them:

You are hereby summoned to appear within 20 days after service of this summons upon you, exclusive of the day of service, and defend the above entitled action in the Court aforesaid, and answer the complaint of the plaintiff, and serve a copy of your answer upon the undersigned attorney for said plaintiff, at his office, and post office address, stated below, and in case of your failure so to do, judgment will be rendered against your according to the demand of the complaint, which will be filed with the clerk of said Court.

C. E. Bowman.
Attorney for plaintiff.

The office and post office address is Room 151 Squire-Batimer Building, Seattle, King County, Washington.

Filed July 2nd, 1895.

State of Washington)
County of Skagit) SS.

John Tiernan, being first duly sworn on oath deposes and says: That at all the times hereinafter mentioned he was and ever since has been and now is a citizen of the United States of America and a citizen of the State of Washington, and a resident of Skagit County in said State of Washington, over the age of twenty one years and was and is competent to be a witness in the within entitled action and i not the Plaintiff therein nor a party thereto. That on the 12 th day of

April 1895, affiant personally served the within summons upon one of the therein named defendants, Mrs. Ollie I.Allen,personally in the County of Skagit,State of Washington by delivering to and leaving with one of the said defendants Mrs. Ollie I.Allen,personally in said County and State of Wa non said date, a true copy of said summons together with a copy of the Complaint therein mentioned and referred to and being the complaint in the within cause.

Dated this 15th day of April 1895.

John Tieman

Subscribed and sworn to before me this 15th day of April 1895.

Edw. K.Matlock,

(Notary Seal) Notary Public in and for theState of Washington,Residing at Mt.Vernon.

STATE OF WASHINGTON)
County of Snohomish) ss.

RETURNS.

I,James Hagan,Sheriff of Snohomish County,State of Washington do hereby certify, that I received the annexed Summons on the 10th day of April 1895 and personally served the same on the 13th day of April 1895 on Tirzah S.Proctor she being a defendant named therein, by delivering to her said defendant,personally in said Snohomish County, a copy of said Summons.

Dated this 13th day of April 1895.

James Hagan,Sheriff.
By H.R.Knowles,Deputy.

STATE OF WASHINGTON)
County of Snohomish)ss.

I,James Hagan Sheriff of Snohomish County State of Washington, do hereby certify that I received the annexed Summons on the 10th day of April 1895 and after diligent search and inquiry I am unable to find Minnie Geddes,Ollie I.Allen,nee Ollie I.Howell,& John Krieger, they being defendants named therein in my county.

James Hagan,Sheriff.
By E.J.Dwyer,Deputy.

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH)ss.

I,James Hagan, Sheriff of Snohomish County, State of Washington, do hereby certify that I received the annexed Summons on the 10th day of April 1895 and personally served the same on the 12th day of April 1895 on Avery C.Allen and Fannie L.Allen,his wife;Fred L.Brown and Howard Allen they being defendants named therein by delivering to each of said defendants,personally in said Snohomish County a copy of said Summons.

Dated this the 15th day of April 1895.

James Hagan,Sheriff.
By E.J.Dwyer,Deputy.

#TITLE#

ORDER
FOR PUBLICATION OF SUMMONS.

Upon reading and filing the affidavit of C.E.Bowman,plaintiff's attorney, and upon reading the summons and the sheriffs return thereof and on motion of plaintiff's attorney,

It is hereby ordered that the summons herein be served upon Minnie Geddes and John Krieger by publication in the "Eye" which is a weekly newspaper printed and published in the County of Snohomish, at the city of Snohomish and of general circulation in the County of Snohomish, at the City of Snohomish, and of general circulation in the County of Snohomish, said publication to be made weekly on _____ _____ of each week for and during sixty days from and after t e date of first publication, and the summons shall set forth facts relative to the action conformably to the statute in that behalf; and also that the plaintiff shall cause a copy of the summons and complaint to be deposited in the post- office, with postage thereon prepaid, immediately after the first publication of the summons and directed to the defendants at their last known place of residence.

Dated July 2nd,1895.

Filed July 2nd,1895. John C.Denney,Judge.

#TITLE#

SUMMONS.

The State of Washington to the said John Krieger and Minnie Geddes, defendants inthe above entitled action.

You are hereby summoned to appear within sixty days after the date of the first publication of this summons, towit: within sixty days after the 11th day of July 1895, and defend the above entitled action in the above entitled court and answer the complaint of the plaintiff and serve a copy of your answer upon the undersigned attorney for plaintiff,athis office as below stated; and in case of your failure so to do judgment will be rendered against you according to the demand of the complaint which has been filed with the clerk of said court.

The object of the above entitled action is to foreclose two mortgages made by Avery C.Allen and Fannie L.Allen,his wife one to the Lombard Investment Company to secure the payment on May 1st,1894,of $1000 and one to Henry Binnian tosecure the payment of $597.30 on lot 3,of Sec. 13 Tp. 27 N.R. 3 East.

C.E.Bowman,
Post office address: Room 39 Squire-Latimer building,Seattle,King County Washington, attorney for plaintiff.
First publication July 11,1895.

STATE OF WASHINGTON)
County of Snohomish) SS.

AFFIDAVIT OF PUBLICATION.

C.H.Packard being sworn,says that he is editor of "The Eye" a weekly newspaper printed and published at Snohomish,State of Washington; that it is a newspaper of general circulation in said County and State, and that the annexed is a true copy of the original Summons as it was published in the regular and entire issue of said news paper proper, and not in supplement form for a period of 7 consecutive weeks, commencing on the 11th day of July 1895 and ending on the 22d day of

of August 1895 and that said newspaper was regularly distributed to all of its subscribers during all of said period.

C.H.Packard,

Subscribed and sworn to before me this 3d day of Oct. 1895.

W.S.Ferguson,

Notary Public in and for the State of Washington, residing at Snohomish. (Notary Seal).

Filed Oct. 11,1895.

"TITLE" AFFIDAVIT OF C.E.BOWMAN.

STATE OF WASHINGTON)
COUNTY OF K I N G) SS.

C.E.Bowman, being first duly sworn on oath, says: That forthwith upon publication of the summons in the above entitled cause he enclosed copies of the summons in envelopes, sealed the same, and directed one each to each of said defendants, John Krieger and Minnie Geddes, by writing upon the face of said envelopes as follows: "John Krieger, Kansas City, Mo. on the envelope, and Minnie Geddes, Oakland, Cal " on the other being the respective places of residence of said defendants as affiant is informed and believes:

That he deposited the said envelopes with said summons enclosed therein in the United States Post Office of the City of Seattle, Washington, on the ___ day of July 1895; the postage on said envelopes and summons being prepaid.

C.E.Bowman,

Subscribed and sworn to before me this 10th day of October 1895.

E.E.Simpson,

Notary Public in and for the State of Washington, residing at Seattle.

(N.P.Seal).

"TITLE" DEFAULT .

Now on this 11 day of October 1895, this cause coming on regularly for hearing upon the motion of the plaintiff for the default of the defendants Avery C.Allen, Fanny L.Allen, his wife, John Krieger, Minnie Geddes, Fred L.Brown, Tirza S.Procter, Howard Allen, and Ollie I.Allen nee Ollie I.Howell and the Court being fully advised in the premises, and it appearing that the defendants Avery C.Allen, Fanny L.Allen, his wife, Fred L.Brown, Tirza S.Procter, Howard Allen and Ollie I.Allen nee Ollie I,Howell, have each been personally served with a summons herein, as required by law, and the rules of this Court, Snohomish and Skagit Counties in the State of Washington, and that the defendants John Krieger, and Minnie Geddes, are not residents of this state, and that the summons in this cause was duly published as required by law and the rules of this Court, and that forthwith upon such publication, the plaintiff caused copies of the summons to be deposited in the Post Office at Seattle, the postage thereon being prepaid, directed to each of the defendants, John Krieger and Minnie Geddes, at their places of residence, and that the time for answering having expired, and said defendants having not appeare

or answered within the time allowed by law and the rules of this Court, and the Court being satisfied by affidavit that all the provisions of the law in such cases ade and provided has been complied with, and it appearing to the Court that said defendants are and each of them is, in default; it is considered,adjudged and ordered by the Court that the defendants,Avery C. Allen, Fanny L.Allen,his wife, John Krieger,Minnie Geddes,Fred L.Brown Tirzah S.Procter,Howard Allen and Ollie I.Allen nee Ollie I.Howell;are in default and their default, and the default of each of them, is hereby entered.

Dated October 11th,1895.

John C.Denney,
Judge.

$TITLE$ DECREE.

This cause coming on for judgment and decree this 11 day of October 1895, on the findings of fact heretofore filed and the Court being fully advised in the premises and it appearing that on the 1st day of May, 1889 at the City of Seattle, State of Washington, the defendants, Avery C.Allen and Fanny L.Allen for value received made,executed and delivered to the Lombard Investment Company their certain Real Estate First Mortgage coupon bond in writing and payable on the 1st day of May 1894, after date,in which said bond they and each of them promised to pay to said Lombard Investment Company or order, the sum of $1000 with interest at the rate of 6% per annum from date until paid. That to secure the payment of said mortgage bond, said defendants,Avery C.Allen and Fanny L.Allen,on the 1st day of May 1889 duly made,executed and delivered to the said Lombard Investment Company,their certain indenture of Mortgage on the following described property: Lot 3 of Sec. 13 in Tp. 27 N. of R. 3, except a strip of land 4 rods wide and 40 rods long out of theSW cor. of said lot 3, heretofore sold to one A.M.Pritchard,all east of the W.M. containing in all 49.75 acres more or less according to the Government survey:conditioned among other things that if default be made in the payment of the principal or interest of said First Mortgage bond or any part thereof, that said Lombard Investment Company or any legal holder of said mortgage, were by said mortgage empowered to sell the said premises ,with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale to retain the whole of said principal and interest, whether the same be then due or not, together with all the costs and charges of making such sale. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on said bond or said mortgage, it was provided in said mortgage that it shall and may be lawful for the said Lombard Investment Company or any legal holder of said mortgage, to include in the judgment that may be recordered,counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of 20% of the amount then due, as wekk as all payments that said Lombard Investment Company or any legal holder of said mortgage, may be

obliged to make for its or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on said premises or any part thereof. That on the 9th day of May 188[illegible] the said Lombard Investment Company caused the said mortgage to be duly filed for record in the office of the Auditor of Snohomish County, State of Washington, and the same was duly recorded on page 556 of book 5 of mortgages, records of Snohomish County. That subsequent to the making, execution and delivery of said bond and mortgage to the Lombard Investment Company the said Lombard Investment Company for value received endorsed and delivered to said Henry Binnian, plaintiff, the said First Mortgage bond and mortgage, and the said plaintiff is now the owner and holder thereof. That no part of said principal has been paid, and no part of said interest has been paid since the date of maturity of said bond, and that the amount of said principal and interest of said bond towit, the sum of $1170 is now due and unpaid, That all the conditions of the said mortgage bond and mortgage have been broken and the plaintiff is entitled to an immediate foreclosure of said mortgage.

And it also appearing that on the 10th day of February 1892, at Seattle, Washington, the said defendants, Avery C. Allen and Fanny L. Allen, for value received, made, executed and delivered, to Henry Binnian their certain promissory note in writing payable on the 10th day of February 1894 after date, in which said note they and each of them promised to pay to Henry Binnian their certain indenture of mortgage on the following described property towit: All of lot 3 in Sec. 13 in Tp. 27 N. of R. 3 East except lot 1 in block 1 lot 1 in block 2, lot 6 in Block 25 lot 13 in block 16, and lot 1 in block 27 all in North Edmunds, Washington, and also except one acre described as follows: Commencing at the SW corner of said lot 3, thence E. 40 rods N 4 rods W 40 rods S. 4 rods to point of beginning in all 52.75 acres; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging; conditioned among other things, that in case default be made in the payment of the principal or interest of said promissory note or any part thereof, and that said Henry Binnian, his heirs, executors, administrators or assigns were by said mortgage empowered to sell the said premises, with all and every of the appurtenances or any part thereof in the manner described by law, and out of the money arising from such sale to retain the whole of said principal and interest, whether the same be then due or not, together with all the costs and charges of making such sale. And in any suit or other proceeding that may be had for the recovery of said principal sum and interest on said note or said mortgage, it was provided in said mortgage, that it shall and may be lawful for said Henry Binnian, his heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of $60 as well as all payments that said Henry Binnian, his heirs, executors, administrators or assigns may be obliged to make for his or their security by insurance on on account of any taxes, charges, incumbrances whatsoever on said premises or any part thereof. That on the 19th day of February 1892 the said Henry Binnian caused the said mortgage to be duly filed for record in the office of the Auditor of Snohomish County, State of Washington, and

the same was duly recorded on page 436 of volume 14 of mortgages, records of Snohomish County. That no part of said principal or interest has ever been paid, and that the whole amount of said principal and interest of said promissory note towit, the sum of $860 is now due and unpaid. That all the conditions of said note and mortgage have been broken, and the plaintiff is entitled to immediate foreclosure of said mortgage.

It is therefore hereby Considered, Adjudged and Decreed that the plaintiff Henry Finnian do have and recover of and from the defendants, Avery C. Allen and Fanny L. Allen, the sum of $2030 gold coin of the United States with interest thereon from the 11th day of October 1895, at the rate of 12% per annum together with the costs of this action to be taxed including an attorney's fee of $294 and that execution issued therefor.

And it is further Considered, adjudged and decreed, that the mortgages mentioned in the complaint and findings of facts herein, be and the same are hereby foreclosed, and that the defendants, Avery C. Allen and Fanny L. Allen, and all persons claiming or to claim, by, through or under them, and all persons having liens subsequent to said mortgages, by judgment or decree upon the land described in said mortgages, and their personal representatives, be forever barred and foreclosed of and from all equity of redemption and claim in of and to said mortgaged premises, and every part and parcel thereof from and after the date of this judgment; And that the mortgaged premises, towit: Lot 3 of Sec. 13 in Tp. 27 N. of R. 3 East except a strip of land 4 rods wide and 40 rods long out of the SW corner of said lot 3, heretofore sold to one A.M. Pritchard, all east of the W.M. containing in all 49.75 acres more or less according to the Government survey; be sold according to law, and the proceeds applied to the payment of the aforesaid judgment and costs including said attorney's fee of $294. in increased costs. That the plaintiff may become a purchaser at said sale, and that such purchaser be let into possession of said premises, and each and every part thereof upon the day of said sale.

Dated Oct. 11th, 1895. John C. Denney,
Judge.

Filed Oct. 11, 1895.

#TITLE# ORDER OF SALE.

THE STATE OF WASHINGTON
TO THE SHERIFF OF THE COUNTY OF SNOHOMISH, GREETING:

WHEREAS, in the above entitled Court on the 11th day of October 1895 Henry Finnian, the said plaintiff, Plaintiff, recovered a judgment against the said defendants, Avery C. Allen and Fanny L. Allen, Defendants which said judgment is entered in Execution Docket Vol. 8 of the Superio Court on page 153, and which is for the sum of $2324. with interest from Oct. 11, 1895 at the rate of 12% per annum on $2030 and 7% on attys. fees & costs taxed at $39 and whereas, the said judgment is a foreclosure of a mortgage on the following described property towit:

Lot 3 of Sec. 13 in Tp. 27 N.R. 3, except a strip of land 4 rods wide and 40 rods long out of the SW corner of said lot 3, heretofore sold to one A.M.Pritchard, all east of the W.M. containing in all 49.75 acres,more or less,according to the Government survey thereof, situate, lying and being in the County of Snohomish,State of Washington,

THEREFORE, in thename of the State of Washington, you are hereby commanded that you proceed to seize and sell the above described property in the manner provided by law, or so much thereof as may be necessary to satisfy the judgment interest and costs and if you fail to find said property or if the proceeds of such sale be insufficient to satisfy said judgment, costs and accrued and increased cost, then you are directed to make the money or any balance thereof remaining unpaid out of any other property of defendant not exempt from execution.

HEREIN FAIL NOT but due return make hereof within sixty days showing how you have executed the same.

WITNESS the Hon. John C.Denney
Judge of the said Superior Court and the seal of said Court affixed this 12th day of October 1895.
at Snohomish City,Wash.

Robt. A.Hulbert,
(Superior Court Seal) County Clerk and Clerk of the Superior Court.
By A.J.Wolfe,Deputy Clerk.

SHERIFF'S SALE OF REAL ESTATE

By virtue of an order of sale issued out of the Superior Court of the State of Washington, in and for the County of Snohomish,holding terms at Snohomish City in said county and to me directed and delivered for a judgment rendered in said court on the 11th day of Nov. A.D.1895,in favor of Henry Binnian,plaintiff,and against Avery C.Allen Fanny Allen, his wife, John Krieger,Minnie Geddes, Fred L.Brown, Tirzah S.Proctor, Howard Allen,Ollie I.Allen, nee Ollie I.Howell, and the Seattle & Montana Railway Company a corporation, defendants, for the sum of $2324 with interest at 12% per annum from Oct. 11,1895,on $2030 and 7% per annum on balance until paid, and $39 cost of suit, I have levied upon the following described real estate, to-wit:

Lot 3 of Sec. 13 in Tp. 27 N. of R. 3, except a strip of land 4 rods wide and 40 rods long out of the SW corner of said lot 3, heretofore sold to one A.M.Pritchard, all east of the W.M. containing 49.75 acres more or less according to the government survey, thereof, situate lying and being in Snohomish County,State of Washington.

Notice is hereby given, that on Saturday the 16th day of Nov. A.D. 1895 at 1 o'clock p.m. of said day at the front door of the Court House in the City of Snohomish in said County of Snohomish, I will sell all the right, title and interest of the said above named defendantsin and to the above described real estate, at public auction to the highest and best bidder for cash tosatisfy said judgment and all costs.

Given under my hand this 12th day of Oct.

James Hagan,
Sheriff of Snohomish County, State of Washington.
By Dan Currie, Deputy.
C.E.Bowman, Attorney for plaintiff.

Date of first publication Oct. 18, 1895.

AFFIDAVIT OF PUBLICATION.

STATE OF WASHINGTON)
County of Snohomish) ss.

C.W.Gorham being sworn, says that he is one of the printers and publishers of the Snohomish County Tribune a weekly newspaper printed and published at Snohomish, in Snohomish County, Washington; that it is a newspaper of general circulation in said county and state, and that the annexed Sheriff's sale of real estate was published in said newspaper proper; and not in supplement form and is a true copy of the same as it was published in the regular and entire edition of said paper for a period of 5 consecutive weeks, commencing on the 18th day of Oct. 1895, and ending on the 15th day of Nov. 1895, and that said newspaper was regularly distributed to its subscribers during all of said period.

C.W.Gorham.

Subscribed and sworn to before me this 16th day of Nov. 1895.

John E.Ault,
Notary Public in and for the State of Washington,
residing at Snohomish, Wash.
(Notary Seal).

OFFICE OF
THE SHERIFF OF SNOHOMISH COUNTY,
STATE OF WASHINGTON.

STATE OF WASHINGTON)
County of Snohomish) SS.

I, James Hagan, Sheriff of Snohomish County, State of Washington do hereby certify that I received the annexed Order of Sale on the 12" day of October 1895 and on the 12" day of October, 1895, duly served the same by levying upon all the right, title and interest of the defendants and each of them in said Order of Sale in and to the following described real estate, situate lying and being in Snohomish County, State of Washington, to-wit:--

Lot 3 of Sec. 13 in Tp. 27 N. of R. 3 East except a strip of land 4 rods wide and 40 rods long out of the SW corner of said lot 3, heretofore sold to one A.M.Pritchard, all east of the Willamette Meridian containing in all 49 and 75/100 acres, more or less according to the Government survey thereof,

by filing a copy of said Order of Sale together with a description of the above described property with the Auditor of Snohomish County, and that under and by virtue of szid Order of Sale I advertised the said described property to be sold at the Court-house door in said Snohomish

County, State of Washington on the 16th day of Nov. 1895 at the hour of 1 o'clock P.M. of said day.

And that prior to said sale I caused due and legal notice thereof to be published once each week for four weeks successively immediately before said sale in the weekly "Tribune" a newspaper of general circulation published in said Snohomish County as shown by the affidavit of the publisher of said newspaper hereunto attached and made a part of this return and caused said notice to be posted in three of the most public places of said Snohomish County, for the same period preceding such sale.

That on the 16th day of Nov. 1895 the day on which said premises were advertised to be sold, I attended personally at the time and place fixed for said sale in said notices, and that I then and there proclaimed aloud, in the hearing of the bystanders, that I was about to sell the above described tract of land, whereupon I read the description thereof upon the notices and read the said Order of Sale and also stated that I was required to make the sum of $2406.30 upon the said Order of Sale and [illegible] stated that I was required to make the sum of [illegible] that I then offered the abve described premises for sale, whereupon the plaintiff Henry Binnian, being the highest and best bidder, therefore the said above described premises were struck off to the said Henry Binnian, for the sum of $2406.30 which was the highest price bid therefor, and that I thereupon delivered to the said purchaser a certificate of sale in accordance with law, and the said real estate is subject to redemption pursuant to the statute in such case made and provided.

And I further certify that at the time and date herein severally mentioned the said above described real estate did and does now consist of 49.76 acres and that the number thereof is 49.75 and was contained in the description of said above described real estate.

Wherefore I declared at the time and place of said sale as aforesaid that the said described real e state contained 49.75 acres more or less according to my judgment.

And I hereby further certify that at said sale I sold said above described real estate by the acre and that the price bid and paid therefor by the purchaser thereof as aforesaid was bid and paid at the rate of $48.37 per acre.

WITNESS my hand this 16th day of Nov. 1895.

James Hagan,
Sheriff of Snohomish County, State of Washington.
By Dan Currie, Deputy.

#TITLE# ORDER CONFIRMING SALE OF REAL ESTATE.

This cause came on duly and regularly this 29th day of November A.D.1895, upon the motion of the plaintiff by his attorney, C.E.Bowman for an order confirming the sale of real estate heretofore made under the special execution and order of sale issued upon the decree of foreclosure in this action and it appearing to the court from the record and files in this cause that said defendants have not appeared in said actio

their default having been duly entered and judgment rendered thereon, and it further appearing to the court from the record and files in this cause that said special execution and order of sale of the property mortgaged and described in the complaint in this action was regularly issued out of this court on the ___ day of October 1895, and delivered to the sheriff of Snohomish County, under said writ, regularly and lawfully levied upon said mortgaged property towit: Lot 3 of Sec. 13 in Tp. 27 N. of R. 3, except a strip of land 4 rods wide and 40 rods long out of the SW corner of said lot 3, heretofore sold to one A.M.Pritchard all east of the Willamette Meridian, containing in all 49.75 acres, more or less according to the government survey, together with all and singular the tenements, hereditaments and appurtenances unto said tract belonging and which said tract is situated in the County of Snohomish, State of Washington, that said sheriff thereafter gave notice in all respects according to law of the sale of said property under said writ of public sale, to be had on the 16th day of November 1895 at the hour of one o'clock P.M. at the front door of the court house of Snohomish County in the City of Snohomish City, Washington, by posting printed or written notices of waiddtime and place of said sale, particularly describing said property therein for 4 weeks successively immediately prior to said date of said sale, in three of the most public places in Snohomish County, Washington and also by publishing a copy thereof once a week for the same period in a weekly nespaper of said Snohomish County, printed and published in said Snohomish County, and of general circulation therein; that at the hour of one o'clock P.M. on the 16th day of November 1895, said sheriff attended at the said place advertised for said sale and sold said described lot or tract of land with all and singular the tenements, hereditaments and appurtenances thereof belonging to the highest bidder therefor towit: to the plaintiff Henry Binnian for the total sum of $2406.30 money of the United States; and that the price paid by said plaintiff, Henry Binnian for said lot or tract of land, with the tenements, hereditaments and appurtenances thereof belonging was the sum of $2406.30; And that the said Henry Binnian was then and there the highest and best bidder for said tract of land, tenements, hereditaments and appurtenances, and the said sum of money was then and there the highest sum bid at said sale for said tract of land and appurtenances aforesaid, and that the sum of $2406.30., has been paid into the office of the Clerk of this Court and received by the plaintiff and credited upon the judgment of said plaintiff in this action; and it further appearing to the court that said sale was in all respects regularly fairly and lawfully conducted, that the said sheriff of Snohomish County on the ___ day of November 1895, duly and regularly and in all respects according to law, made and filed in the office of the clerk of this court his return of said sale and of his doings under said special execution and order of sale; and that the same was thereupon entered on said day upon the docket of this court and the words "Sale of lands for confirmation" marked opposite the said entry; and it further appearing to this court that no objection of any person whomsoever has been filed or in any manner made to the confirmation of said sale and that the time allowed by law therefor has

elapsed; and it further appearing to the court that said sale should be confirmed and approved; and the court being now fully advised in the law and the premises it is by the court,

Considered, ordered and decreed that the sale to said plaintiff, Henry Binnian, of said tract or parcel of land hereinbefore described and set forth together with all and singular the tenements, hereditaments and appurtenances unto said tract of land belonging, for the said sum of $2406.30 was in all respects regularly and fairly conducted and should be and is hereby approved and confirmed, and the Sheriff of Snohomish County is hereby directed to execute and deliver a deed to the plaintiff according to law at the expiration of five days from and after the date hereof.

Done in open Court the date aforesaid.

John C.Denney,
Judge.

Filed Nov. 29,1895.

Instrument No. 40

Henry Binnian, Plaintiff,	)	Order of Sale.
	)	
Vs.	)	No. 2840.
	)	
Avery C. Allen, Fanny Allen, his wife. John Krieger, Minnie Geddes, Fred L. Brown, Tirzah S. Proctor, Howard Allen, Ollie I. Allen nee Ollie I. Howell and the Seattle & Montana Railway Company a corporation, Defendants.	)	Filed Oct. 12th, 1895.
	)	Recorded Vol. 2 W.A. 111

Amount: $2324.00 with interest from Oct. 11, 1895 at the rate of 12% per annum on $2030 and 7% an Atty's fees and costs and cost of suit taxed at $39.00

Description:

Lot 3 of Sec. 13 in Tp. 27 N. of R. 3 except a strip of land 4 rods wide and 40 rods long out of the SW corner of said lot 3 heretofore sold to one A.M. Prichard, all East of the W.M. containing in all 49.75 acres more or less according to the government survey thereof situate, lying and being in the County of Snohomish, State of Washington.

Instrument No. 41

James Hagan, Sheriff of the County of Snohomish and State of Washington)	Sheriff Certificate.
)	Filed Nov. 20th, 1895.
to)	
)	Recorded Vol. 39 Ds. 234.
Henry Binnian.)	

Certificate of sale on foreclosure.

State of Washington)
County of Snohomish)

I, James Hagan, Sheriff of the County of Snohomish and State of Washington do hereby certify that under and by virtue of an order of sale and decree of foreclosure issued out of the Superior Court of the State of Washington for the County of Snohomish in said State of Washington in the action of Henry Binnian Plaintiff against Avery C. Allen Fanny Allen his wife, John Krieger, Minnie Geddes, Fred L. Brown, Tirzah S. Proctor, Howard Allen, Ollie I. Allen nee Ollie I. Howell and the Seattle & Montana Railway Company a corporation, Defendants.
Rendered on the 11th day of Oct. 1895 and entered on the 11th day of Oct. 1895 duly attested the 12th day of October 1895 and to me as such Sheriff duly directed and delivered whereby I was commanded to levy upon and sell the real property described in the said Order of Sale and hereinafter described to satisfy said judgment according to law, and apply the proceeds of such sale towards satisfaction of the Judgment in said action amounting to the sum of $2324 lawful money of the U.S, with interest, costs of suit and increased costs I duly levied on and on the 16th day of Nov. 1895 at one o'clock P.M. at the Court House door in the said County of Snohomish I duly sold at Public Auction according to law and after due and legal notice to the said plaintiff Henry Binnian who made the highest and best bid therefor at such sale for the sum of $2406.30 the following described property:

Lot 3 of Sec. 13 in Tp. 27 N.R. 3 except a strip of land 4 rods wide and 480 rods long out of the SW corner of said lot 3 heretofore sold to one A.M. Pritchard all E. of the W.M. containing in all 49.75 acres more or less according to the government survey thereof situate lying and being in the County of Snohomish, State of Washington and I do hereby further certify that the said property was sold by the acre in one parcel at the rate of $48.37 per acre, and that the said sum of $2406.30 was the highest bid made and the whole price paid therefor and that the same is subject to redemption in lawful money of the United States pursuant to the Statute in such cases made and provided.

Given under my hand this 16th day of Nov. 1895.

James Hagan, Sheriff,
By Dan Currie, Deputy Sheriff.

Instrument No. 42

Peter Zimmerman, Sheriff of the County of Snohomish, State of Washington,	)	Sheriff's Deed.
	)	Dated Sept. 20th, 1899.
to	)	Filed Sept. 20th, 1899.
Henry Binnian.	)	Recorded Vol. 50 Ds.143

That Whereas, In and by a certain order of sale issued out of the Superior Court of the State of Washington for the County of Snohomishin the actin of Henry Binnian, Plaintiff against Avery C. Allen, Fanny Allen, his wife, John Kruger, Minnie Geddes, Fred L. Brown, Tirzah S. Proctor, Howard Allen, Ollie S. Allen, nee, Ollie J. Howell and The Seattle & Montana Railway Company a corporation Defendants attested the 12th day of October A.D. 1895 and to the said then Sheriff duly ditected an delivered commanding him to sell the property hereinafter described at public auction, accorhing to law, as by the said order of sale reference being thereunto had more fully appears,

And whereas in pursuance of said order of sale the said then Sheriff did duly levy on and on the 16th day of November AD.1895 at one o'clock P.M. at the Court house door in the said County of Snohomish did duly sell the premises hereinafter described at public auction according to law, to the said party of the second part who waw the highest bidder therefor for the sum of $2406.30 lawful money of the United States of America which was the whole price paid by the said party of the second part for the same the said then Sheriff having first given due notice of the time and place of said sale according to law.

And whereas on the 29th day of Nov. 1895 the said Superior Court by an order duly made and entered, confirmed said sale.

And whereas the time allowed by law for the redemption of said property has expired without such redemption having been made; Now therefore, the said Peter Zimmerman Sheriff of the said County of Snohomish in pursuance of the said order of sale and of the statute in such case made and provided and for and in consideration of the payment to the then Sheriff of the said sum of $2406.30 lawful money of the U.S. of A. so bid as aforesaid the receipt whereof is hereby acknowledged has granted, bargained, sold, conveyed and confirmed, and by these presents does grant bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever, the real estate in said order of sale situated in Snohomish County, State of Washington and described as follows, towit: Lot 3 of Sec. 13 in Tp. 27 N. of R. 3 E. except a strip of land 4 rods wide and 40 rods long out of the SW cor. of said lot 3 heretofore sold to one A.M. Pritchard all east of the W.M. containing in all 49.75 acres more or less according to Government survey.

Two Witnesses. Peter Zimmerman (Seal)
Sheriff of the County of Snohomish, State of Washington
By John McKee, Deputy.

Rev. stamps canceled $2.60

Acknowledged Sept. 20th, 1899 by John McKee, as Deputy Sheriff of the County of Snohomish, State of Washington, before Henry L. Strobridge Notary Public in and for the State of Washington, residing at Everett, County of Snohomish said State. (Notary Seal).

Certificate by U.L. Collins, County Clerk etc, that said deed was entered in book of levies. Dated Sept. 20th, 1899. (Seal of Sup. Court)

Instrument No. 43

Henry Binnian and Ann Binnian his wife	)	D e e d.
	)	
	)	Dated Sept. 5th,1899.
to	)	
	)	Filed Sept. 13th,1899.
William H.Reeves, Jr.	)	
		Recorded Vol. 51 Ds. 60
		Consideration $1000.00

Grantors grant, bargain, sell,convey and confirm unto Grantee, his heirs and assigns,

the following described tract of land,situated in the County of Snohomish,State of Washington, to-wit:--

Lot 3 of Sec. 13 in Tp. 27 N. of R. 3 except a strip of land 4 rods wide and 40 rods long out of the SW corner of said lot 3 heretofore sold to one A.M.Prithard, all East of the W.M. containing in all 49.75 acres more or less, according to the Government Survey thereof situate,lying and being in County of Snohomish, State of Washington.

Grantors covenant to warrant and defend said premises against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witnesses: Two. (signed) Henry Binnian (Seal)

Rev. stamps can. $1.00 Ann Binnian(Seal)

Acknowledged Sept. 5th,1899 by Henry Binnian and Ann Binnian, his wife, before J.L.Welts,Notary Public in and for the State of Oregon,residing at Portland in said County.(Multnomah) (Notary Seal)

Instrument No. 44

William H.Reeves Jr. of New York City (unmarried)	D e e d.
to	Apr. 27th,1901- (Date)
	Filed Oct. 9th,1901.
William H.Reeves of King County, Washington.	Recorded Vol. 64 Ds. 1
	Consideration $800.00

Grantor does grant, bargain, sell,convey and confirm unto Grantee, his heirs, executors, administrators and assigns,

the following real estate,lying and being in the County of Snohomish,State of Washington, described as follows, towit:

All of lot 3, Sec. 13 Tp. 27 N.R. 3 East, except one acres sold Pritchard, 48 acres more or less, also a tract commencing at a pt. 140 rods north of center of Sec. 24 Tp. 27 N. of R. 3 East W.M. thence W. 2000 ft. to beach, thence S. 12° 30' W. along beach 474 feet thence E 80 rods thence S. 64 feet thence E 1020 feet to N and S center line of said section thence N 394 feet to pt. of beginning 18 acres more or less,Also a tract beginning at the SW cor. of Lot 1 in Sec. 24Tp. 27 N.R. 3 East W.M. thence E 40 rods thence N 20 rods thence W to waters of Puget Sound thence in a Sly direction to place of betinning 5 acres more or less,less R. of W. to S & M Ry.

Grantor covenants that he is seized of the said premises, in fee simple and has good right to convey the same, that the said party of the second part shall quietly enjoy the said premises, that said premises are free from all incumbrances, that he will warrant and defend the same forever against all lawful claims and demands whatsoever.

Witnesses: Two. U.S.Rev. Stamp $1 can. (signed) Wm. H.Reeves Jr. (Seal)

Acknowledged April 27th,1901 by William H.Reeves, Jr.,before Edith E.Leon,Notary Public in and for said State,residing at New York City in said County. (Notary Seal).

Certificate by William Schmer,Clerk of the County of New York etc, that said Notary, at time of taking said acknowledgment, was a Notary Public in and for the County of N.Y. dwelling in said county, commissioned and sworn and duly authorized to take the same, and further that her signature is genuine. (Seal non-readable)Dated Sept.28,1901.

Instrument No. 45

William H.Reeves, Junior, an unmarried person late of King County Washington,but now residing in Santa Clara Co. Cal.	Power of Attorney.
	Dated Dec. 19th,1892.
	Filed Aug. 14th,1896.
to	Recorded Vol. A2 P.A.6.
William H.Reeves of King County, Washington.	

Know all men by these presents, that the party of the first part have made, constituted and appointed and by these presents do make constitute and appoint the party of second part my true and lawful attorney for me and in my name place and stead and for my use and benefit to ask demand sue for, recover collect and receive all sch sums of money debts, dues accounts, legacies, bequests interest, dividends annuities and demands whatsoever as are now or shall hereafter become due owing ,payable or belong to me and have sue and take all lawful ways and means in my name or otherwise for the recovery thereof by attachments arrests, distress or otherwise and to compromise and agree for the same and acquittances or other sufficient discharges for the same for me and in my name to make, seal and deliver to bargain, contract agree for purchase receive and take lands tenements, hereditaments and accept the seizin and possession of all lands and all deeds and other assurances in the law therefor and to lease, let,demise,bargain,sell,remise,release,convey mortgages and hypothecate lands tenements and hereditaments upon such terms and conditions and under such covenants as he shall think fit. Also to bargain and agree for buy, sell,mortgage,hypothecate and in any and every way and manner deal in and with goods, wares and merchandise choses in action and other property in possession or in action and to make, do and transact all and every kind of business of what nature and kind soever and also for me and in my name and as my act and deed, to sign, seal,execute deliver and acknowledge such deeds leases and assignments of leases,covenants, indentures, agreements,mortgages,hypothecation bottomries,charter parties bills of lading bills bonds, notes, receipts evidences of debt, releases and satisfaction of mortgage judgment and other debts, and such other instrument in writing of whatever kind or nature as may be necessary or proper in the premises.

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes aw I might or could do if personally presant, hereby ratifying and confirming all that my said attorney William H.Reeves shall lawfully do or cause to be done by virtue of these presents.

Witnesses: Two. (signed) Wm. H.Reeves Jr. (Seal)

Acknowledged Dec. 19th,1892 by Wm. H.Reeves, Jr. before Frank E.Buck,Notary Public in and for the State of Califnornia,residing at Mayfield in said county. (Notary Seal).

Instrument No. 46

Wm. H.Reeves Sr. for Wm. H.Reeves,Jr.)	L e a s e.
)	
to)	Dated Nov. 27th,1900.
)	
Christian Wilsted.)	Filed Dec. 3rd,1900.
	Recorded Vol. 15 Mis. 127

The said parties of the first part lease and demise unto the party of the second part:

All of Lot 3 Sec. 13 Tp. 27 N.R. 3 East in Snohomish County, State of Washington and containing 46 acres more or less, except S & M R.R. Right of way and 1 acre,sold Mrs. Allen with the appurtenances for the term of 10 years from the first day of Dec. 1900 at the yearly rent or sum of $100 payable in gold coin of the United States of America in advance on Dec. 1st day of each and every year during said term from Dec. 1st,1900 to Dec. 1st,1910.

Second party here y agreed to pay said rent as hereinbefore specified, and not to let or underlet the whole or any part of the said premises without the written consent of the said party of first part, nor assign this lease or any part thereof without said written consent.

And at expiration of said term second party will quit and surrender the said premises as in good state and condition as reasonable use and wear thereof will permit (damage by the elements or fire excepted)

Witnesses: Two. (signed) Wm. H.Reeves Jr. (Seal)
By Wm. H.Reeves (Seal)
Rev. $1 cancelled. his attorney in fact.

Acknowledged Nov. 27th,1900 by Wm. H.Reeves attorney in fact for Wm. H.Reeves Jr. before S.G.Graves,Notary Public in and for the State of Washington,residing at Seattle. (Notary Seal).

Instrument No. 47

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SNOHOMISH.

Edmonds Water Company a corporation Petitioner, Vs. George Jones and Mary Doe Jones (whose true christian name is unknown) his wife, Julia Ault and John Doe Ault, (whose true christian name is unknown) her husband William Brackett and Anna Brackett, his wife, William H. Reeves Jr. and Mary Doe Reeves, (whose true christian name is unknown) his wife, and Ellen Allen and John Doe Allen (whose true christian name is unknown) her husband, Respondents.	No. 5383. Lis Pendens. Filed June 22, 1901. Recorded Vol. 3 L.P. page 176.

Notice is hereby Given that the above named petitioner has begun an action in the above entitled court against the above named respondents to condemn the right to divert the waters of what is known as Shell Creek c-flowing ower the land in the petitionein said action described and more particularly described as follows, towit:

Parcel No. 1. The following described land owned by Julia Ault and John Doe Aulg, her husband (whose true christian name is unknown) towit: Beginning 177 ft. E and 450 ft. N, 26° E of the ¼ cor. between Secs. 23 & 24 in Tp. 27 N.R. 3 E.W.M. run thence N 26° E 156 ft. thence E 879 ft. thence S 140 ft. thence W 947 ft. to the pt. of beginning, containing 3 acres more or less.

Parcel No. 2. The following described land owned by George Jones and Mary Doe Jones (whose true christian name is unknown) his wife, towit: Beginning 177 ft. E and 762 ft. N 26° E of the ¼ corner between secs. 23 and 24 in Tp. 27 N.R. 3 E W.M. thence N 26° E 156 ft. thence E 743 ft. thence S 140 ft. thence W 811 ft. to the point of beginning, containing 2½ acres more or less.

Parcel No. 3. The following described land owned by William Brackett and Anna Brackett, his wife towit: Beginning 177 ft. E and 606 ft. N 26° E of the ¼ corner between secs. 23 and 24 in Tp. 27 N.R. 3 E.W.M. thence N 26° E 156 ft. thence E 811 ft. thence so_th 140 ft. thence W 879 ft. to pt. of beginning, containing 1½ acres more or less.

Parcel No. 4 The following described land owned by William H. Reeves Jr. and Mary Doe Reeves, his wife, (whose true christian name is unknown, towit: Lot 3 of Sec. 13 in Twosnhip 27 N.R. 3 E. W.M less one acre formerly deeded to Ellen J. Bennatt and less the railway right of way.

Sheet No. 61

Vol. 3 L.P. 176 pp 2.

Parcel No. 5. The following described land owned by Ellen J.Allen and John Doe Allen (whose true christian name is unknown) her husband,towit: Beginning at the SW corner of lot 3 of Sec. 13, Tp. 27 N.R. 3 E.W.M. thence E 40 rods thence N 4 rods thence W to the waters of Puget Sound thence Sly long the meander line of Puget Sound to pt. of beginning,less the railway right of way containing 1 acre.

Dated this 22nd day of June 1901.

F.H. Brownell,
Attorney for Petitioner, Office and Post Office Address,
Everett,Snohomish Co.,Washington.

Abstracter's Note: "This suit does not affect Lot 3--see next instrument".

Instrument No. 48

A. M. Yost,	)	Affidavit.
to	)	Filed Sept. 30,1907.
The Public.	)	Recorded Vol. 28 Mis. 97 File No. 123781

State of Washington)
ss.
County of Snohomish)

A.M.Yost a resident of Edmonds and President of the Edmonds Water Co. being first duly sworn deposes and says that he has been a resident of Edmonds,Snohomish Co.Washington for the last twelve years, that he is the President of the Edmonds Water Co., that he knows the location of the so called Shell Creek and that he is acquainted with Lot 3 Sec. 13 Tp. 27 N.R. 3 East and that the Shell Creek (mentioned in condemenation proceedings,Edmonds Water Company Petitioners. Dated June 22rd,1901 recorded in Vol. 3 of L.P. 176) does not flow over, run on,across or near, nor has any connection whatever with said Lot 3 Sec. 13Tp. 27 N.R. 3 East.

A.M.Yost,

Subscribed and sworn to before me the undersigned,
Notary Public this 17th day of
August 1907.
E.M.Allen,
Notay Public in and for the State of Washington,
residing at Edmonds. (Notary Seal).

Instrument No. 49

William H.Reeves et ux	)	Receipt and Contract of Sale.
to	)	Dated May 17th,1907.
Chris Wilsted.	)	Filed Jan. 22nd,1907. Recordee Vol. 25 Mis.339 File No. 120794.

Pasadena Cal, My 17th,1907.

Received, this date, from Chris Wilsted, the sum of $100, ($100) gold coin of the United States of America being a deposit and part payment on account of a bargain and sale made to him this day of a certain lot, tract or parcel of land, lying situate and being in the City of _____County of Snohomish State of Washington, bounded and described as follows: All of Lot 3 Sec. 13 Tp. 27 N.R. 3 East except 1 acre sold on the SW corner thereof.

Said land above described having been sold to said Chris Wilsted this day for the sum of $10,000 the balance to be paid in U.S.Gold coin as follows: in sums of not less than $100 on the first day of each and every month beginning on the first day of June 1907 and continuing until payment shall have been made in full.

Deferred payments shall bear interest at 6% per annum from date until paid and shall be payable monthly with payments on account of principal. Said payments shall be made at the Bank of Dexter Horton & Co. of Seattle, Washington.

On receipt of the above payments seller agrees to execute and deliver to buyer, a warranty deed to said property and furnish an unlimited title thereto.

Taxes of the fiscl year 1906-7 and 1907-8 to and subsequently be paid by purchaser.

Any and all assessments for street work which may become due and payable on said property subsequent to the date of this agreement shall be paid by purchaser.

If the remaining payments be not made according to this agreement and contract, the above mentioned deposit and any and all future payments on account hereof shall be forfeited without recourse. The title to said above property to prove good or no sale. If title proves defective or in case this contract is not approved by seller, said deposit and all subsequent payments shall be returned to purchaser.

Prrovi
Approved-Chris Wilsted- Buyer.
William J.Reeves-Sellers.
Lucy B.Reeves.

Acknowledged May 17th,1907 , by William H.Reeves and Lucy B.Reeves his wife and Chris B.Wilsted, before C.V.Sturdevant, Notary Public in and for the county of Los Angeles, State of California. (Notary Seal).
"This contr. assigned-Vol. 25 Mis. Sheet No. 74 page 541."

Instrument No. 50

Chris Wilsted	)	General Power of Attorney
	)	
to	)	Dated Sept. 9th,1907.
	)	
Anna Wilsted.	)	Filed Jan. 18th,1908.
		Recorded Vol. 4 P.A. 259

Know all men by these presents, That I, Chris Wilsted have made, constituted and appointed and by these presents do make,constitute and appoint Anna Wilsted my wife my true and lawful attorney for me and in my name, place and stead, and for my use and benefit in all matters of community property or affairs, to ask, demand, sue for,recover,collect and receive all such sums of money debts, dues, accounts,legacies,bequests,interests dividends annuities and demands whatsoever, as are now or shall hereafter become due,owing,payable or belonging to me and have,use and take all lawful ways and means in my name or otherwise for the recovery thereof by attachments arrest,distress or otherwise and to compromise and agree for the same and to make,sign, seal and deliver acquittances or other sufficient discharges for the same for me and in my name to bargain, contract, agree for, purchase, receive and take lands tenements, hereditaments and accept the seizin and possession of all lands, and all deeds and other assurances in the law therefor,and to lease, let demise,bargain,sell,remise,release,convey mortgage and hypothecate lands, tenements and hereditaments upon such terms and conditions and under such covenants as she shall think fit. Also to bargain and agree for, buy, sell, mortgage,hypothecate and in any and every way and manner deal in and with goods, wares and merchandise,choses in action and other property in possession or in action and to release mortgages on lands or chattels and to make, do and transact all and every kind of business of what nature and kind soever. And also for me and in my name and as my act and deed to sign, seal,execute deliver and acknowledge such deeds, leases and assignments of leases, covenants, indentures, agreements, mortgages hypothecations, bottomries,charter parties bills of lading, bills, bonds, notes, receipts evidences of debt,releases and satisfaction of mortgage judgment and other debts, and such other instruments in writing of whatever kind or nature as may be necessary or proper in the premises.

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes, as I might or could do if personally present hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

Witnesses: One. (signed) Chris Wilsted (Seal)

Acknowledged Sept 10th,1907 by Chris Wilsted,before S.F.Street, Notary Public in and for the State of Washington,residing at Edmonds.

(Notary Seal).

Marginal Note: "For revocation of this Power of Attorney see vol. 31 Mis. page 227. P.T.Lee. "

Instrument No. 51

George Brackett	)	Affidavit.
	)	
to	)	Dated June 4th,1907.
	)	
The Public.	)	Filed June 6th,1907.
		File No. 120260.
		Recorded Vol. 27 Mis.436.

State of Washington)
SS.
County of Snohomish)

George Brackett being first duly sworn on his oath deposes and days: that he is the George Brackett who by special warranty deed conveyed to Avery C.Allen and Fannie L.Allen his wife, Lot 3 Sec. 13 Tp. 27 N. R. 3 East W.M. on the 1st day of August 1883,that he was well acquainted with said grantees for a number of years,that said grantee Avery C.Allen and A.C.Allen the style in which he sometimes wrote his name, are one and the same person.

George Brackett.

Subscribed and sworn to before me this 4th day of June 1907.

Zophar Howell 3rd.
Notary Public in and for the State of Washington residing at Edmonds.
(N.P.Seal)

Instrument No. 52

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON, IN AND FOR THE COUNTY OF SNOHOMISH.

Chris Wilsted and Anna Wilsted, his wife, Plaintiffs,	)	No. 8788.
Vs.	)	
J. C. Scott and Clara Scott, his wife and J.E. Clark and Lucy Clark, his wife, Defendants.	)	

This is an action brought by plaintiffs to fix and determine the Southern boundary of Lot 3, Sec. 13 Tp. 27 N.R. 3 E.W.M. Snohomish County, Washington, with reference to Lots 7,8,9,10,11 & 12 in Block 24 of the original Plat of North Edmonds, and Lots 1 to 18 inclusive in Block 23 of said Plat of North Edmonds, above described.

Plaintiffs claimed that the true line was about 30 ft S. of the fence as built along the S. side of said Lot 3, while defendants claimed that said fence was the true line. The line as claimed by Plaintiff would take in a portion of said Lots, as claimed by defendants would leave the fence as the line.

Said cause was duly tried upon the Complaint, answer and reply and after making its Findings of facts and conclusions of law, the Court entered Decree that the plaintiffs take nothing by this action, that the defendants J.E. Clark and Lucy Clark are the owners of Lots 7,8,9,10 and 11 & 12 in Block 24 of the Original Plat of North Edmonds, in the Town of Edmonds, Snohomish County, Washington, and up to the true line thereof as now in the possession of the defendants, and according to the marked boundaries upon the ground at the time of the purchase of said property. And that the said "J.C. Scott and Clara Scott his wife are the owners, (among other lands) of Lots 1 to 18 in Block 23 of said Plat of North Edmonds" above described," and according to the survey of said Plat and up to the true line thereof as now in possession of defendants,"

Plaintiffs were enjoined from entering in any manner upon the lands of defendants, as described in the decree.

Done in open Court this 24th day of November A.D. 1908.

W.W. Black, Judge.

#TITLE# ORDER OF SUBSTITUTION OF PARTIES PLAINTIFF.

This cause having been brought on regularly for hearing this 17th day of April 1909 upon the motion of the plaintiffs and Eugene D. Lindsay and M. Lenhart jointly, for an order substituting said last named parties as plaintiffs in said action, and all parties having appeared herein, and the court having heard the affidavits of said plaintiffs and S.J. White read in support of said motion, and it appearing to the court that said Eugene D. Lindsay and M. Lenhart are the real parties in interest in said action, and being in all things fully advised,

It is Ordered and adjudged that said Eugene D.Lindsay and M.Lenhart be and they are hereby substituted as party plaintiffs in said action in the place and stead of the above named plaintiffs in all proceedings to be had herein, towhich ruling defendants by their counsel excepts and exception allowed.

W.W.Black, Judge.

Said cause was appealed to the Supreme Court, by the Plaintiffs, after said substitution said Judgment following--

IN THE SUPREME COURT OF THE STATE OF WASHINGTON
January Session A.D. 1910.

BE IT REMEMBERED, That at a regular session of the Supreme Court of the State of Washington begun and holden at Olympia on the second Monday of January A.D.191- it being the tenth day of said month among other, the following was had and done towit:

Friday January 21,1910.

Eugene D.Lindsay and M.Lenhart,
Appellants,

No. 8253, Judgment.

Vs.

J.C. Scott & Clara Scott his wife
and J.E. Clark and Lucy Clark, his wife
Respondents.

This cause having been heretofore submitted to the Court, upon the transcript of the record of the Superior Court of Snohomish County, and upon the argument of counsel, and the court having fully considered the same, and being fully advised in the premises, it is now, on this 21st day of January A.D.1910 on motion of Hulbert & Husted of counsel for respondents, considered, adjudged and decreed that the appeal from the judgment of the said Superior Court be, and the same is hereby dismissed with costs; the petition for rehearing denied and that the said J.C.Scott and Clara Scott his wife and J.E.Clark and Lucy Clark, his wife have and recover of and from the said Eugene D.Lindsay and M.Lenhart and from the Title Guaranty & Surety Company the cost of this action taxed and allowed at $72.75 and that execution issue therefor. And it is further ordered, that this cause be remitted to the said Superior Court for further proceedings in accordance herewith.

I, C.S.REINHART, Clerk of the Supreme Court of the State of Washington, do hereby certify that the foregoing is a true copy of the Judgment and Decree in said cause as the same now remains of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Olympia, this 21st day of January A.D.1910.

(Seal of Supreme Court)

C.S.Reinhart
Clerk of the Supreme Court, State of Washington.

Sheet No1 78

Instrument No. 53

Sipthill

Alexander Sipthill	)	Affidavit.
to	)	Dated Oct. 24th,1907.
The Public.	)	Filed Oct. 25th,1907. Recorded Vol. 29 Mis. 247 #124698.

State of Washington)
County of Snohomish) SS.

Alexander Sipthill being first duly sworn on oath deposes and says: That he has been a resident of the Territory of Washington and of the state of Washington for more than Fifty years last past, that he knew personally Morris H.Frost a resident of the town of Mukilteo in Snohomish county,Washington and that the various times while Morris H.Frost resided in said place, he was the owner of certain lands in and about the said town of Mukilteo and of Edmonds, and that he conveyed the said lands by mistake or inadvertance as Maurice H.Frost Morrish H.Frost and Morris Frost and that the said Morris H.Frost was the same person who executed the various deeds as shown by the records of Snohomish County,Washington as above indicated erroneously as Maurice H. Frost, Morrish H.Frost and Morris Frost and that the said Morris H.Frost was a widower,during the entire time that he resided in the said Territory of Washington and up to and including the day of his death.

Alexander Spithill.

Subscribed and sworn to before me on this 24th day of October 1907

Theodore Anderson,
Notary Public in and for Washington,Snohomish County,
Residing at Everett. (Notary Seal).

(Also note the following affidavits as to Morris H.Frost---10 Mis. Records p. 432, that he was single from 1854 to his death. 16 Mis. Records p. 505 that he was single from 1877 to death in 1879.
-----Abstracter.)

Instrument No. 54

George Brackett,	)	Affidavit.
	)	
to	)	Filed Mar. 31st, 1908.
	)	
T h e P u b l i c.	)	Recorded Vol. 28 Mis. 300
		File No. 129048.

State of Washington)
ss.
County of Snohomish)

George Brackett being first duly sworn according to law, on oath deposes and says, that he is the same George Brackett who originally platted the townsite of the Town and City of Edmonds; that Joseph McCarty described in deeds recorded on page 453 of Vol. 1 and on page 530 of Vol. 1 of Deed records of Snohomish County, Washington was a bachelor at all times and dates mentioned in said deeds.

That Pleasant E. Ewell who obtained title to the said townsite by patent recorded in Vol. 3 of deeds page 683 of the said records, is the same person as P.H. Ewell who conveyed the land therein described by deeds recorded in Vol. A of deeds page 197 and in Vol. 7 of Deeds page 513.

That Jacob D. Fowler who is one of the grantees in those certain deeds recorded on page 197 of Vol. A and page 153 of Vol. 7 of deeds is the same person as J.D. Fowler who conveyed certain lands by deed recorded on page 529 of Vol. 1 of deeds and being of the records of Snohomish County, Washington.

That James M. Gephart described as agrantor in the deed records on page 337 of Vol. 40 of Deed records of Snohomish County and in the deed recorded on page 276 of Vol. 56 of Deeds of said records and who is described as grantor in that certain deed recorded on page 592 of Vol. 52 of deeds was at all the dates mentioned in said deeds, a bachelor, single and unmarried.

George Brackett.

Subscribed and sworn to before me this 24th day of March 1908.

Zophar Howell 3rd,
Notary Public in and for the State of Washington, residing at Edmonds, Washington.
(Notary Seal).

Instrument No. 55

Chris Wilsted and Anna Wilsted, his wife, to Eugene D.Lindsay and M.Lenhart.	Assignment of Contract. Dated June 24th,1908. Filed June 27th,1908. Recorded Vol. 25 Mis. 541 File No. 131309.

WITNESSETH: That said parties of the first part have assigned and hereby do assign to parties of the second part all their right,title and interest in that certain agreement or contract for the sale of

Lot 3 Sec. 13 Tp. 27 N.R. 3 East situated in Snohomish County,State of Washington.

made by William H.Reeves to Chris Wilsted party of the first part herein and recorded in Book 25 at page 339 of the records of the County Auditor of Snohomish County,Washington.

The conditions of this assignment are as follows, towit:-- The parties of the second part assume and do hereby agree to pay to William H.Reeves, $8600 as it may become due and interest on same from this date. The parties of the second part agree to pay parties of the first part $3400 on or before five years from this date with interest, at the rate of 6% per annum payable semi-annually and to pay $2000 cash on approval of title after examinaton of abstract.

Parties of the second part agree as soon as title is procured to the land herein described to convey to parties of the first part two acres out of the SW corner of the land described herein adjoining the acre sold off beginning with the Ely line of said acre and extending Wly parallel with said acre to the Wly line of the land herein described.

In consideration of $100 paid by parties of the second part to parties of the first part, parties of second part are to be allowed 10 days in which to examine the abstract of title to the land herein described before paying the balance of the cash payment herein specified,and in case the title should prove defective so as to impare sale of land, the money paid hereon shall be returned to the parties of the second part.

Parties of the first part shall be allowed thirty days to remedy defects in title if any should be found.

Parties of the first part shall pay all taxes on said land and ½ of the taxes for 1908.*********

(signed) Chris Wilsted.
Anna Wilsted.
Eugene D.Lindsay
M.Lenhart.

Witnesses: None.

Acknowledged June 24th,1908 by Chris Wilsted and Anna Wilsted,his wife, Eugene D.Lindsay and M.Lenhard, before Zophar Howell, 3rd. Notary Public in and for the State of Washington,residing at Edmonds.

(Notary Seal).

Instrument No. 56

Chris Wilsted and Anna Wilsted, his wife,	)	Agreement.
to	)	Dated Oct. 21st,1908.
Eugene D.Lindsay and M.Lenhart.	)	Filed Jan. 23rd,1909. Recorded Vol. 31 Mis. 51 File No. 137427.

WHEREAS on the 24th day of June A.D.1908, the parties hereto did enter into an agreement whereby said parties of the first part did bind themselves to convey unto the parties of the second part aforesaid all their interest in and to those certain lands in Snohomish County,Washington,described as Lot 3 of Sec. 13 Tp. 27 N. of R. 3 East W.M. (excepting a certain tract 66 ft. wide lying W of the Co. road) as held under a contract of sale from William H.Reeves the owner of the said lands,for and in consideration of certain payments of money as set forth in said contract between the parties hereto and the conveyance by the said parties of the second part to the said parties of the first part of "two acres out of the SW corner of the land described herein adjoining the acre sold off" as soon as title is procured to the land herein described"; and

WHEREAS said parties of the second part have procured from the owner of the said lands a good and sufficient deed wherein said Chris Wilsted is grantee conveying to him by metes and bounds those certain tracts of land described as Lots 1,2,3,4,5,6,7,8,9 and 10 in Block 4 of that certain unrecorded plat known as "Fruitdale on the Sound" a copy whereof is hereto attached which said plat is a true delineation of the survey of the lands herein described as heretofore made by said parties of the second part; and

WHEREAS it is hereby agreed by and between the parties hereto that Lots 7,8,9,and 10 of Block 4 of the plat hereto annexed as aforesaid shall be equivalent to and are, the "two acres out of the SW corner" heretofore mentioned, together with the right of ingress and egrees to said lots over and across the streets abutting them as shown on the aforesaid plat,

NOW THEREFORE for and in consideration of the mutual covenants, stipulations and agreements herein contained and for and in consideration of the mutual payment of the sum of $1 the receipt whereos if hereby mutually acknowledged, it is hereby agreed and covenanted by the parties hereto as follows, to-wit:-

Said parties of the second part shall deliver unto the said parties of the first part a good and sufficient deed, together with a good and sufficient quit claim from the said parties of the second part, vesting in the said parties of the first part the title in fee simple to all of the land indicated as Block 4 on the plat aforesaid;

Said parties of the first part shall re-convey unto said parties of the second part by a good and sufficient deed of even date herewith all that certain land indicated as Lots 1,2,3,4, and 5 of Block 4 on the plat aforesaid;

The mutual conveyances herein last provided for shall be accepted in full satisfaction of the obligation of the parties of the second part to convey two acres of land to the parties of the first part as heretofore mentioned;

PROVIDED HOWEVER, that nothing herein contained shall be construed to release the said parties of the second part from their obligation to pay the balance of the purchase price of said lands described in the said contract between the parties hereto dated June 24th,1908 as aforesaid as the same may be found to be unpaid and owing according to the times and amounts and terms specified in said contract last above mentioned.

Witnesses: None. (signed) Chris Wilsted (SEAL)
Anna Wilsted (SEAL)
Eugene D.Lindsay (Seal)
M. Lenhart (Seal)

Acknowledged Oct. 21st,1908 by Chris Wilsted and Anna Wilsted, his wife, Eugene D.Lindsay and M.Lenhart, before T.A.A.Siegfriedt,Notary Public in and for the State of Washington,residing at Edmonds.
(Notary Seal).

Instrument No. 57

AGREEMENT BETWEEN	)	Agreement.
	)	
Chris Wilsted and Eugene D.Lindsay	)	Dated Oct. 21st,1908.
and M.Lenhart.	)	Filed Jan. 23rd,1909.
		File No. 137426.
		Recorded Vol. 31 Mis. 50

For and in consideration of the mutual covenants herein contained it is hereby agreed by and between Chris Wilsted of the first part and Eugene D.Lindsay and M.Lenhart of the second part, as follows, towit:

Whereas a water supply system has its supply in a ram and a tank situated on Lot 5 Block 3 of "Fruitdale on the Sound" an unrecorded plat of Lot 3 Sec. 13T. 27 N.R. 3 E.W.M. the same being intended for the equal use by all inhabitants of said land; and whereas Chris Wilsted resides thereon and desires to use water from said system;

Now therefore, said party of the first part shall install a pipe line consisting of wooden or iron pipe 2 inches in inside diameter or larger, running from the aforesaid tank, thence along Cherry Street as shown on said plat to Sound View Place, thence S along Sound View Place to the line between Lots 12 and 13 Block 3 of said Plat; said pipe line shall have a ½ inch outlet in front of each lot along its course and shall be used for the joint supply of the parties hereto and their successors with water from said tank and supply; said pipe line shall be installed in workmanlike manner according to the customary method pursued in the City of Edmonds near by.

Second parties shall furnish first party with water in proportion to the supply available in said supply at rates as nearly as may be equivalant to those in force in said City of Edmonds, provided that said first party shall not be obliged to pay any rates for water in money until said rates shall have equalled the cost of said pipe line at which time the said pipe line shall become the property of second parties ~~shall~~ who shall have the right to purchase the same at cost price at any time previous thereto.

Witnesses: None. (signed) M.Lenhart. Chris Wilsted.

Eugene D.Lindsay

Acknowledged Oct. 21st,1908 by M.Lenhart, Chris Wilsted and Eugene D.Lindsay before T.A.A.Siegfriedt,Notary Public in and for the State of Washington,residing at Edmonds. (Notary Seal).

Instrument No. 58

Chris Wilsted and Anna Wilsted, his wife of Edmonds, Washington	)	D e e d.
to	)	Dated Oct. 21st, 1908.
Eugene D. Lindsay, a bachelor and M. Lenhart of Seattle, Washington.	)	Filed Oct. 22nd, 1908.
	)	File No. 134453.
		Recorded Vol. 112 Ds. 334 Consideration $10.00 & other val. cs.

Grantors Convey and Warrant unto Grantee,

the following described tract of land, situated in the County of Snohomish, State of Washington, to-wit:--

That certain part of Lot 3 of Sec. 13 Tp. 27 N. of R. 3 East W.M. described as follows, to-wit:--

Beginning at a point 300 ft. N and 24 ft. W of the NW corner of the SW¼ of the SE¼ of said Sec. 13 Tp. 27 N. of R. 3 East W.M. thence running W 332.09 ft. thence running N 35° 38' E 312.18 ft. thence running E 343.97 ft. thence running S 37° 17' West 320.485 ft. to the place of beginning, the same constituting and being lots 1, 2, 3, 4 and 5 in Block 4 in that certain unrecorded plat of a survey of the ground above described, known as "Fruitdale on the Sound" a copy whereof is attached to a contract dated October 21, 1908 between Chris Wilsted et us and to-Eugene Lindsay and M. Lenhart et ux which plat is hereby referred to and made a part hereof.

Witnesses: None.

(signed) Chris Wilsted.
Anna Wilsted.

Acknowledged Oct. 21st, 1908 before T.A.A. Siegfriedt, Notary public in and for the State of Washington, residing at Edmonds, by Chris Wilsted and Anna Wilsted, his wife. (Notary Seal).

Instrument No. 59

Eugene D.Lindsay, M.Lenhart, Appropriators,	)	Notice of Water Location
	)	Dated Sept. 18th,1909.
to	)	Filed Sept. 21st,1909.
	)	Rec. Vol. 32 Mis. 537
The Public.	)	File No. 145741.

Notice is hereby given that we the undersigned appropriators claim the water flowing to the extent of two cubic feet per second of time of that stream of water entering Lot 3 of Sec. 13 ofTp. 27 N.R. 3 E.W.M. in Snohomish County, from the S. side thereof and about four hundred and sixty feet west from the SEly corner of said lot 3 .

The purpose of this appropriation is for Irrigation and other purposes on Lot 3 of Sec. 13 Tp. 27 N.R. 3 E.W.M.

The place of diversion is at or near where the stream enters said lot 3 on the S side and the diversion will be or is by flume or ditch starting from a point where the stream enters said lot 3 and to be taken to reservoirs for distribution and part of it elevated into tanks to be distributed through pipes for the use of occupants of said Lot 3.

This notice of appropriation is posted this 18th day of Sept. 1909 at the place of diversion above described.

Eugene D.Lindsay.

M.Lenhart,

Appropriators.

Instrument No. 60

AGREED BY AND BETWEEN)
Christian Wilsted and Anna Wilsted,)
his wife of the County of Snohomish)
State of Washington.)

Agreement.

Dated Sept. 22nd,1909.
File No. 146237.
Filed Oct. 6th,1909.
Recorded Vol. 31 Mis. 227

WITNESSETH: That, Whereas, the said parties hereto are now husband and wife, and have, and by this instrument do enter into an agreement to live separate and apart from each other, and to divide the property acquired during said marriage relation so that each may hold and own their property both real and personal to each of their separate ±-uses and to encumber, transfer and dispose of the same as they each may wish and desire without the interference or sanction of the other,

NOW THEREFORE in consideration of the premises and the mutual benefits which each party may gain thereby as well as the mutual covenants and agreements hereinafter mentioned, it is agreed as follows:

1st. It is agreed by and between said parties that the real property which they now own, jointly, is hereby divided according to to the several mutual deeds this day made and delivdred to each other, and that all and any real property which either of said parties shall acquire hereafter shall be, and is hereby acknowledged to be the separate property of such party obtaining title thereto, and that neither of said parties shall ever claim any interest therein.

2nd. That the community personal property is divided as follows: said party of the first part hereby assigns, transfers, and sets over to said second party all his community right and interest in and to all moneys due from Eugene D.Lindsay and M.Lenhart under and by virtue of a contract of sale entered into by the parties hereto with said Eugene D. Lindsay and M.Lenhart on the 24th day of June 1908 whereby the parties hereto sold and assigned, conditionally ,the r right and title to Lot 3, Sec. 13, Tp. 2u N.R. 3 East W.M. said amount so due being the sum of $2550. together with all interest accrued thereon.

3rd. The said party of the second part hereby sells and assigns all of her community right, title and interest in and to all the cattle,horses wagons, farm utensils now owned by said parties and all interest in and to all household furniture now owned and possessed by said parties, together with all bills due from other parties for work and labor or otherwise,and said first party shall pay all bills now owned by said parties contracted for community benefits.

It is further mutua lly agreed that said Christian Wilsted shall have the care, custody and contr ol of Otto Wilsted during his minority efand said Anna Wilsted shall have the care,custody and control of Elsie Wilsted and Anna Wilsted,during their minority,all of which are the shildren of said parties, both parties having and retaining the right to visit said children at all reasonable times.

4th. The said Christian Wilsted hereby revokes a certain power of attorney given to said Anna Wilsted on the 9th day of Sept. 1907 and recorded in Volume 4 of "Powers of Attorney" at page 259 of the records of said Snohomish County, and all such powers given therein are hereby revoked and held for naught.

5th It is further understood and agreed that all moneys which either party shall inherit shall be the separate property of each so inheriting the same, whether the same be real or personal property or money .

6th, That the said Anna Wilsted shall not be held liable for any community debts, and shall be borne by said Christian Wilsted.

Witnesses: None. (signed) Christian Wilsted (Seal)

Anna Wilsted (Seal)

Acknowledged Sept 22nd,1909 by Christian Wilsted and Anna Wilsted his wife, before Zophar Howell 3rd,Notary Publkc in and for the State of Washington,residing at Edmonds,Wash. (Notary Seal).

Instrument No. 61

Anna Wilsted, wife of second party herein, of the County of Snohomish State of Washington.	Quit Claim Deed.
	Dated Sept. 22nd, 1909
to	Filed Oct. 6th, 1909
Christian Wilsted, husband of said first party of the same place.	File No. 146236
	Recorded Vol. 122 Ds.16[illegible] Consideration $1.00

Grantor does remise, release and forever quit claim unto Grantee, the following described real estate, situated in the County of Snohomish, State of Washington, to-wit:--

Lots 6,7,8,9 and 10 of Block 4 of the Plat of "Fruitdale on the Sound" platted by Eugene D.Lindsay, M.Lenhart and Margeret Lenhart and dedicated as such, being a part of Lot 3, Sec. 13 Tp. 27 N.R. 3 E.W.M. and a part of the property sold to said second party by William Reeves and Lucy Reeves, his wife by deed dated the 8th day of October 1908 and recorded in Volume 112 of Ds. page 331 records of said County and which said plat has not been yet placed of record.

This deed is meant to convey all the community interest of said first party in and to said described lands conformable to an agreement of separation this day entered into between said parties as such husband and wife.

Witnesses: None. (signed) Anna Wilsted.

Acknowledged Sept. 25th, 1909 by Anna Wilsted, before Zophar Howell 3rd, Notary Public in and for the State of Washington, residing at Edmonds. (Notary Seal).

Instrument No. 62

William H. Reeves and Lucy B. Reeves, his wife of Pasadena, County Los Angeles, California,	D e e d.
	Dated Oct. 8th,1908.
to	Filed Oct. 22nd,1908.
Chris Wilsted of the City of Edmonds, County of Snohomish,Washington.	Recorded Vol. 112 Ds.331
	Consideration $10.00
	File No. 134451.

Grantors grant, bargain, sell,convey and confirm unto grantee , their heirs and assigns,

the following described tract of land, situated in the County of Snohomish,State of Washington, to-wit:--

Part of Lot 3, Sec. 13 Tp. 27 N.R. 3 East W.M. described as follows, towit:--

Beginning at a point that is 66 ft. N. and 30 ft. W. from the NW corner of the SW¼ of SE¼ Sec. 13 Tp. 27 N.R. 3 East W.M. and on the N. line of the acre conveyed by Avery C.Allen and Fannie L.Allen to A.M.Pritchard by deed dated June 9th,1885 and recorded Volume 5 of Deeds page 446 of the Auditor's office of Snohomish County,Washington,thence W along the N line of said acre 505.14 ft. thence N 35° 38' E 605.5 ft. thence E in line parallel with the first line 343.97 ft. thence S 37° 17' West 329.265 fee thence S 227.15 ft. in a direct line to the place of beginning being all of Block 4 of Fruitdale on the Sound" Platted by Eugene D.Lindsay and M.Lenhart andMargaret Lenhart. Plat not of record.

Witnesses: Two.

(signed) William H.Reeves.

Lucy B.Reeves.

Acknowledged Oct. 12th,1908 before C.V.Sturdevant,Notary Public in and for the State of California,residing at Pasadena, by William H. Reeves and Lucy B.Reeves,his wife. (Notary Seal).

Instrument No. 63

Eugene D.Lindsay, a bachelor, M. Lenhart and Margaret Lenhart, his wife,	)	Quit claim deed.
	)	Dated Oct. 17th,1908.
to	)	Filed Oct. 22nd,1908.
Chris Wilsted.	)	File No. 134452.
		Consideration 10.00
		Recorded Vol. 112 Ds.333

Grantors remise,release and forever quit claim unto Grantee, their heirs and assigns,

the following described tract of land,situated in the County of Snohomish,State of Washington, to-wit:--

Part of Lot 3, Sec. 13 Tp. 27 N.R. 3 East W.M. described as follows, to-wit:--

Beginning at a point that is 66 ft. N and 30 ft. W. from the NW corner of the SW¼ of the SE¼, 13 Tp. 27 N.R. 3 East W.M. and on the N. line of the acre conveyed by Avery C.Allen and Fanny L.Allen to A.M. Pritchard by deed dated June 9th,1885 and recorded Volume 5 of Deeds page 446 of the Auditor's office of Snohomish County,Washington,thence W. along the N. line of said Acre 505.14 ft. thence N 35° 38' E 293.32 ft. thence E in line parallel with the first line 332.9 ft. thence S 37° 17' W 8.78 ft. thence S in a direct line 227.15 ft. to the place of beginning being Lots 6,7,8,9 and 10 of Block 4 of Fruitdale on the Sound,platted by Eugene Lindsay and M.Lenhart, plat not recorded.

Witnesses: None.

(signed) Eugene D.Lindsay.
M.Lenhart and
Margaret Lenhart.

Acknowledged Oct. 19th,1908 before S.C.Rose,Notary Public in and for the State of Washington,residing at Seattle, by Eugene D.Lindsay M.Lenhart and Margaret Lenhart,his wife. (Notary Seal).

Instrument No. 64

William H.Reeves and Lucy B.Reeves, his wife,	D e e d.
to	Dated Jan.31st,1910.
Eugene D. Lindsay, a bachelor and M.Lenhart.	Filed Feb.7th,1910.
	File No. 151016. Recorded Vol. 128 Ds.196 Consideration $7000.00

Grantors Convey and Warrant unto Grantees,

the following described tract of land,situated in the County of Snohomish,State of Washington, to-wit:--

All of Lot 3 Sec. 13 Tp. 27 N.R. 3 East, W.M. in Snohomish County,Washington, except one acre sold to Prichard and a tract out of the SW corner sold to Chris Wilsted and a tract out of the SE corner sold to Eugene D.Lindsay and M.Lenhart.

Witnesses: Two.

(Signed) William H.Reeves.
Lucy B.Reeves.

Acknowledged Jan. 31st,1910 before L.E.Higley,Notary Public in and for the State of Califnornia,residing at Pasadena, by William H. Reeves and Lucy B.Reeves,his wife. (Notary Seal).

Instrument No. 65

William H.Reeves, and Lucy B.Reeves his wife, to Eugene D.Lindsay a bachelor and M.Lenhart.	D e e d. Dated Dec. 21st,1908. Filed Dec. 29th,1908. File No. 136582. Recorded Vol. 118 Ds.68 Consideration $1000.00

Grantors Convey and Warrant unto Grantee,

the following described tract of land,situated in the County of Snohomish,State of Washington, to-wit:--

Part of Lot 3 Sec. 13 Tp. 27 N. of R. 3 East of the W.M., described as follows, to-wit:--

Beginni g at the SE corner of said Lot 3, thence W along the S. line of said Lot 3, 510 ft. thence N in line parallel with the E line of Lot 3, 300 ft. thence E in line parallel with the S line of Lot 3, 510 ft. to the E line of Lot 3, thence S 500 ft. to place of beginning.

Witnesses: Two. (signed) William H.Reeves.
Lucy B.Reeves.

Acknowledged Dec. 21st,1908 before C.V.Sturdevant,Notary Public in and for the State of Pasadena,California,residing at Pasadena, by

Acknowledged Dec. 21st,1908 before C.V.Sturdevant,Notary Public in and for theState of California,residing at Pasadena, by William H. Reeves, and Ludy B.Reeves,his wife. (Notary Seal).

Instrument No. 66

Eugene D.Lindsay, bachelor, M.Lenhart and Margaret Lenhart, his wife, by M.Lenhart,her attorney in fact,	)	Contract.
	)	Dated Dec. 14th,1908.
	)	Filed Sept. 24th,1909.
to	)	
	)	File No. 145832.
O. E. Stubbs.	)	Rec. Vol. 32 Mis. 541

First party agrees to sell to second party, lands in the County of Snohomish, State of Washington, described as:

Lot 3 Block 3 of Fruit Dale on the Sound, for $500.00. of which sum $166.66 is cash, and $333 to be paid as follows: $166.66 on Dec. 14,1910 and $166.66 on the 14th day of Dec. 1911 with 7% interest per annum payable semi-annually, on all deferred payments and deed is to issue when fully paid for according to the terms herein.

Second party agrees to pay all taxes, assessment and insurance charges. Time is the essence of this contract, and in case second party defaults in any of the terms herein, the first party may rescind this contract and retain all moneys paid thereon as liquidated damages.

Note: Received July 30,1909 6 maths interest on within contract. $11.66.

Witnesses: None. (signed) Eugene D.Lindsay,
M.Lenhart.
Margaret Lenhart by
M.Lenhart, her atty in fact.

O.E.Stubbs.

(No acknowledgment.

Instrument No. 67

Margaret Lenhart wife of M.Lenhart residing atSeattle,Wash. to M. Lenhart,residing atSeattle,Wash.	General Power of Attorney Dated Feb. 18th,1910. Filed Feb. 25th,1910. Recorded Vol. 4 P.A.475

Know all men by these presents, That I Margaret Lenhart, wife of M. Lenhart,residing at Seattle,Wash. have made, constituted and appointed and by these presents do make, constitute and appoint M.Lenhart,residing at Seattle Wash my true and lawful attorney for me and in my name, place and stead and for my sue and benefit to ask, demand,sue for,recover collect and receive all such sums of money dents,dues,accounts, legacies,bequests interests dividends,annuities and demands whatsoever,aas are now or shall hereafter become due,owing,payable or belonging to me. A And have, use and take all lawful ways and means in my name, or otherwise for the recovery thereof by attachments, arrest, distress or otherwise and to compromise and agree for the same and to make sign,seal and deliver acquittances or other sufficient discharges for the same for me and in my name, to bargain, contract, agree for purchase, receive and take lands tenements, hereditaments and accept the seizin and possession of all lands and ll deeds and other assurances in the law therefor and to lease,let, demise,bargain,sell,remise, release,convey mortgage and hypothecate lands tenements and hereditaments, upon such terms and conditions and under such covenants as he shall think fit. Also to bargain and agree for,buy, sell, mortgage,hypothecate and in any and every way and manner deal in and with goods, wares and merchandise,choses in action and other property in possession or in action, and to release mortgages on lands or chattels and to make do and transact all and every kind of business of what nature and kind soever. And also for me and in my name, and as my act and deed to sign, seal,execute,deliver and acknowledge such deeds, leases and assignments of leases, covenants indentures agreements, mortgages hypothecations, bottomries charter parties bills of lading,bills,bonds notes, receipts evidences of debt, releases and satisfaction of mortgage judgment and other debts and such oter instruments in writing of whatever kind or nature as may be necessary or proper in the premises.

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes, as I might or could do if personally present hereby ratifying and confirming all that my said attorney M.Lenhart shall lawfully do or cause to be done by virtue of these presents.

Witnesses: One. (signed) Margaret Lenhart (Seal)

Acknowledged Feb. 18th,1910 by Margaret Lenhart,of Seattle,King Co. Wash., before Frank F.Randolph,Notary Public in and for the State of Washington,residing at Seattle,Wash. (Notary Seal).

Instrument No. 68

Eugene D.Lindsay, a bachelor M.Lenhart and Margaret Lenhart, his wife,	)	D e e d. Dated Dec. 28th,1908.
to	)	Filed Dec. 29th,1908.
O. E. Stubbs,	)	File No. 136583. Recorded Vol. 118 Ds.69 Consideration $950.00

Grantors grant, bargain, sell,convey and confirm unto Grantee, his heirs and assigns,

the following described tract of land,situated in the County of Snohomish,State of Washington, to-wit:--

Part of Lot 3 of Sec. 13 Tp. 27 N.R. 3 East of W.M. described as follows, to-wit:--

Beginning at a point on theS line of said Lot 3, that is 30 ft. West from the SE corner of said Lot 3, thence N 300 ft. thence W 240 ft. thence S 300 ft. to the S line of said Lot 3, thence E along the S line of Lot 3, 240 ft. to the place of beginning being Lots 1 and 2 of Block 3 of Fruit Dale on the Sound, plat not recorded.

Grantors covenant to warrant and defend said premises against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

Witnesses: None. (signed) Eugene D.Lindsay.
M.Lenhart.
Margaret Lenhart.

Acknowledged Dec. 28th,1908 before S.C.Ross,Notary Public in and for the State ofWashington residing at Seattle, by Eugene D.Lindsay, a bachelor, M.Lenhart and Margaret Lenhart,his wife.
(Notary Seal).

Instrument No. 69

Chris Wilsted and Anna Wilsted, his wife, to David Burley.	Real Estate Contract. Dated Feb, 20th,1909. Filed Oct. 23rd,1909. Recorded Vol, 31 Mis. 290 File No. 146876.

It is hereby mutually agreed by and between said parties, that the parties of the first part will sell to the party of the second part his heirs or assigns, and the party of the second part will purchase of the parties of the first part their heirs, executors or administrators, that certain real property situated in the County of Snohomish, State of Washington, described as follows, to-wit:--

Commencing at the intersection of the N. line of Lot 9 of Block 4 of the unrecorded plat of Fruitdale on the Sound in Sec. 13 Tp. 27 N. of R. 3 East of W.M. with the E. line of Ocean Avenue which is the true point of beginning thence Ely along the said N line of Lot 9, 150 ft. thencr at right angles 84 ft. to the S line of Lot 10 of said plat, thence Wly along said S line of Lot 10 to a point on the E line of Ocean Avenue thence Nly along said Eastyline of Ocean Avenue to true point of beginning, on the following terms:

Purchase price for said land is $500 of which the sum of $1.00 has this day been paid as earnest, the receipt whereof is hereby acknowledged by parties of first part and the further sum of $499 to be paid at State bank of Edmonds in the City of Edmonds, Wash. on or before the first day of July 1911 with interest thereon from this date until paid at the rate of 6% per annum as follows, towit:

Date payable.

Month	day	year	interest	$	cts.
July	1st	1909	10.00	99	00
January	1st	1910	12.00	100.	00
July	1st	1910	9.00	100.	00
January	1st	1911	6.00	100.	00
July	1st	1911	3.00	100.	00

Second party agrees also to pay taxes etc, and that he will suffer no mechanic's or material men's liens to mature or be foreclosed upon said premses. (Other agreements)

Witnesses: One. (signed) Chris Wilsted (Seal)
Anna Wilsted (Seal)
David Burley (Seal)

Acknowledged Feb. 20th,1909 by Chris Wilsted, Anna Wilsted, his wife and David Burley, before Zophar Howell 3rd, Notary Public in and for the State of Wash. residing at Edmonds. (Notary Seal).

Instrument No. 70

Chris Wilsted and Anna Wilsted husband and wife of the City of Edmonds, Snohomish County of State of Washington,	)	D e e d.
	)	Dated Oct. 16th, 1909.
to	)	Filed Oct. 21st, 1909.
O.C.Sorenson of the same place.	)	File No. 146774 Recorded Vol. 122 Ds.219 Consideration 100.00

Grantors Convey and Warrant unto Grantee,

the following described tract of land, situated in the County of Snohomish, State of Washington, to-wit:--

Beginning at a point that is 66 ft. N and 30 ft. W of the NW corner of the SW¼ of the SE¼ of Sec. 13 Tp. 27 N.R. 3 E.W.M. and on the N line of the acre conveyed by Avery C.Allen and Fanny L.Allen to A.M.Prichard by deed dated June 9th, 1885 and recorded volume 5 of Deeds page 446 of the Auditor's office of Snohomish County, Washington, thence W along the N line of said Acre 505.14 ft. thence N 35° 38' E 293.32 ft. thence E in lin parallel with the first line 332.9 ft. thence S 37° 17' W 8.78 ft. thence S in a direct line 227.15 ft. to place of beginning being
Lots 6,7,8,9 and 10 of Blk. 4 of Fruitdale on the Sound, platted by Eugene D. Lindsay and M.Lenhart plat not recorded. Excepting therefrom that portion of said Lots 9 and 10 heretofore sold by the Grantors to David Burley described as follows:

Commencing at the intersection of the N line of Lot 9 of Blk. 4 of the unrecorded Plat of Fruitdale on the Sound in Sec. 13 Tp. 27 Nort_ of R. 3 E.of W.M. with the E line of Ocean Avenue which is the true point of beginning, thence Ely along the said N line of Lot 9, 150 ft. thence at right angles 84 ft. to the S line of Lot 10 of said Plat thence Wly along said S line of Lot 10 to pt. on the E line of Ocean Avenue thence Nly along said E line of Ocean Avenue to true point of beginning.

Witnesses: None. (signed) Chris Wilsted.
Anna Wilsted.

Acknowledged Oct. 16th, 1909 before C.T.Roscoe, Jr. Notary Public in and for the State of Washington, residing at Edmonds, by Chris Wilsted and Anna Wilsted. (N.P.Seal).

Instrument No. 71

Eugene D.Lindsay, a bachelor	)	Quit Claim Deed.
	)	
to	)	Dated Apr. 2nd,1910.
	)	
M.Lenhart.	)	Filed Apr. 18th,1910.

Recorded Vol. 128 Ds.516
Consideration $1.00
File No. 153739

Grantor Conveys and Quit claims unto Grantee,

All interest in the following described real estate:

All that portion of Lot 3 Sec. 13 Tp. 27 N.R. 3 East of W. M. east of the Right of Way of the Great Northern Railway, except the following described part, tow it: Beginning at a point on the Ely line of said lot 3, that is 650 ft. N from the SE corner of said lot 3; thence S 88° 33' West 964.26 ft. then e N 16° 01' E 165.42 feet thence N 59° 57' West 302.2 ft. more or less to the Ely margin of the right of way of the Great Northern Railway thence N 37° 17' E along the right of way of the Great Northern Railway 450 ft. more or less to the N line of said Lot 3 thence E along the N boundary line of said lot 3, 889 feet more or less to the NE corner of said Lot 3; thence S along the E boundary line of said lot 3, 670 feet to the place of beginning, situated in the County of Snohomish State of Washington.

Witnesses: None. (signed) Eugene D.Lindsay.

Acknowledged April 2nd,1910 before S.C.Rose,Notary Public in and for the State of Washington,residing at Seattle, by Eugene D.Lindsay, a bachelor. (Notary Seal).

Instrument No. 72

M. Lenhart and Margaret Lenhart, his wife, to Eugene D.Lindsay, a bachelor.

Quit Claim Deed.

Dated April 1st,1910.

Filed April 18th,1910.

File No. 153740.
Recorded Vol. 128 Ds.517
Consideration $1.00

Grantors Convey and Quit Claim unto Grantee,

all interest in the following described real estate: Part of Lot 3 Sec. 13 Tp. 27 N.R. 3 East W.M. in Snohomish County,Washington, described as follows: Beginning at a point on the E. boundary line of said Lot 3, that is 650 ft. N from the SE corner of said Lot 3, thence S.88° 33' West 964.26 ft. thence N 16° 01' East 165.42 ft. thence N 59° 57' West 302.2 ft. more or less to the Ely margin of the right—way of the Great Northern Railway thence N 37° 17' East along the right of way of the Great Northern Railway 450 ft. more or less to the North line of said lot 3, thence E along the N line of Lot 3, 889 ft. more or less to the NE corner of said Lot 3, thence S along the Ely line of Lot 3, 670 ft. to the place of beginning, situated in the County of Snohomish,State of Washington.

Witnesses: None. (signed) M.Lenhart.
Margaret Lenhart.

Acknowledged April 2nd,1910 before S.C.Rose,Notary Public in and for the State of Washington,residing at Seattle, by M.Lenhart and Margaret Lenhart,his wife. (Notary Seal).

CERTIFICATE.

STATE OF WASHINGTON)
SS.
County of Snohomish)

We hereby certify that the foregoing instruments, numbered from one to 72, inclusive, sheets numbered from one to 100, inclusive are all the instruments which have been filed for record in the office of the Auditor of Snohomish County, State of Washington, affecting the title to the real property described in the Caption, hereof, to-wit:

All of the unrecorded Plat of "Fruitdale on the Sound," being all of Lot Three (3) Section Thirteen (13) Township Twenty seven (27) North Range Three (3) E.W.M. Snohomish County, Washington lying to the eastward of the Great Northern Right of Way; except the South sixty -six (66) feet lying to the Westward of the County road.

We further certify that as shown by the records in the office of the Clerk of said Snohomish County, according to the Judgment Indicies thereof, there are no suits pending or judgments entered in any Court of record of said Snohomish County which are a lien upon or affect the title to said real property, except as may be hereinbefore shown, rendered against any of the past or present record owners of said land, as named in the foregoing abstract.

We further certify that as shown by the official tax rolls in the office of the Treasurer of said Snohomish County, the taxes on said real property are fully paid, up to and including those for the year 1909.

There are no unpaid personal property taxes against the past or present record owners of said land as their names appear in this abstract, that are or might become a lien on said premises, as shown by the tax folls, up to and including taxes for the year 1909.

WITNESS our hand this sixth day of August, Nineteen hundred and ten, at eight o'clock forenoon of said day.

WOODWARD ABSTRACT COMPANY,

By Locke & Woodward
Proprietors.

Sheet No. 101

Instrument No 73

O.E.Stubbs and Mary J.Stubbs,
his wife,

to

M.Lenhart.

File No 170736.

Quit Claim Deed.

Dated, Aug 29,1911.

Filed, Sept 2,1911.

Recorded 139 Q 587

Consideration $1.00

Grantors remise, release and forever quit claim unto grantee, his heirs and assigns,

Lands in Snohomish Co, Wash, to-wit:

Part of lot 3, Sec. 13, Tp. 27 N.R. 3 E W M. described as follows, to-wit: Beginning at a point that is 300ft N and 270 ft W of the SE cor. of saidld 3, thence W 120 ft, thence S 300 ft, thence E 120 ft to cor. of lot conveyed by deed to O.E.Stubbs, thence N along the line of lot conveyed to O E Stubbs 300 ft to the place of beginning.

Witnesses, one. (signed) O.E.Stubbs.

Mary J.Stubbs.

Acknowledged Sept 1,1911, by O.E.Stubbs and Mary J.Stubbs, his wife, before S F Street, N.P. for Washington, residing at Edmonds.

(SEAL).

Sheet No 102

Inst. No. 74

M.Lenhart and M argaret Lenhart, his wife,

to

F.E.Stubbs,

File No. 179478.

Warranty Deed.

Dated, Aug. 29, 1911.

Filed, June 14, 1912.

Recorded,

Cons. $433.34

Grantors do grant, bargain, sell, convey and confirm, to grantee his heirs and assigns, lands in Snohomish , County, Washington, to-wit:

Part of lot 3 Sec. 13 Tp. 27 N. R. 3 E. W. M., described as follows to-wit:

Beginning at a point that is 300 feetNorth and 270 feet West of the SE corner of said lot 3; thence West 120 feet; thence S. 260 feet, more or less to the fence; thence East 120 feet along the fence, to line of lot conveyed to O.E.Stubbs thence North along the West line of lot conbeyed to O.E.Stubbs, 260 feet, more or less, to placeof beginning being part of lot 3 Block 3 of Fruitdale on the sound.

Covenants of General Warranty,except taxes.

Wit. None.

(signed) M.Lenhart
Margaret Lenhart, by
M.Lenhart, her attorney in fact.

Ack., Aug, 30, 190--- by M.Lenhart for himself and as attorney in fact for Margaret Lenhart his wife, [redacted] and also his voluntary act and ded as attorney in fact for Margaret Lenhart., before S.C.Rose, N.P.for Wash.,residing at Seattle. (Seal).

Inst. No. 75

M. Lenhart and Margaret Lenhart, his wife,

to

F. E. Stubbs,

File No. 179739.

Quit Claim Deed.

Dated, Sept. 1, 1911.

Filed, June 24, 1912.

Recorded,

Cons. $1.00

Grantors do hereby remise, release and forever quit-claim to the grantee his heirs and assigns lands in Snohomish County of Washington, to-wit:

Part of lot 3 Sec. 13 Twp. 27 N. R. 3 E. of W. M., described as follows, to-wit: Beginning at a point that is 300 North and 270 west of the Southeasteast corner of said lot 3 thence west 120 feet, thence south 300 feet, thence East 120 feet to the corner of lot conveyed to O. E. Stubbs, thence North along the west line of lot conveyed to O. E. Stubbs 300 feet to place of beginning, being Lot 3 of Block 3 of the unrecorded plat of Fruitdale on the Sound.

Wit. One.

(Signed) M. Lenhart,

Margaret Lenhart, by M. Lenhart her attorney in fact.

Acknowledged, Sept. 1, 1911, by M. Lenhart for himself and as attorney in fact for Margaret Lenhart, his wife, before S. F. Street, Notary Public in and for the State of Washington, residing at Edmonds.

(Seal).

STATE OF WASHINGTON.
ss. CERTIFICATE.
County of Snohomish.

We hereby certify that we have continued the foregoing Abstract of Title, made by Woodward Abstract Company---------- Consisting of Instruments numbered from -1- to -72- from the date of the certificate thereto, to-wit , the sixth day of August, Nineteen Hundred and Ten (1910)---------- to the date of the certificate to this continuation, and have added thereto instruments numbered from -73- to -75- both inclusive, and that the same are the only instruments filed between said dates in the Office of the Auditor of Snohomish County, State of Washington, affecting the title to the real property described in the Caption, as follows, to-wit:

Part of lot 3, Sec. 13, Tp. 27 N.R. 3 E W M. described as follows, to-wit: Begining at a point that is 300 ft N and 270 ft. W of the SE cor of said lot 3, thence W 120 ft, thence S 300 ft, thence E 120 ft. to the corner of lot conveyed to X O.E.Stubbs, thence N along the W line of lot conveyed to O E Stubbs, 300 ft. to the place of beginning. being lot 3 of block 3 of the unrecorded plat of Fruitdale on the Sound.

That as shown by the Judgment Indicies in the Office of the Clerk of said Snohomish County, there have been no judgments entered or suits commenced since the date of the certificate to said original Abstract in any Court of Record in said Countyx, wherein any of the Grantees named in the foregoing abstract and continuation are parties, which are liens upon or which affect the title to said hereinabove described real property.

That as shown by the personal property tax rolls in the office of the County Treasurer of Snohomish County, Washington, the only personal property taxes against the last owner named as in the foregoing abstract or subsequent owners named as in this continuation that are a lien on said land and which are now due and payable are as follows: None to and including those for the yr.1911.

That as shown by the assessment rolls in the office of said County Treasurer, the real estate taxes against said property for the period of this continuation are as follows: Paid for the yrs.1910 and 1911.

IN WITNESS WHEREOF the Woodward Abstract Company has caused these presents to be signed this Twenty Fourth--- day of June-------- Nineteen Hundred and Twelve ,at the hour of 3:30 o'clock P.M. of said day.

WOODWARD ABSTRACT COMPANY,

By F.T. Woodward
Sole Proprietors.

Sheet No

7492

No. 7412

ABSTRACT OF TITLE

To

The following Real Property in
Snohomish County,
Washington

All the Unplatted
Part of Smith's
on the Sound
Being all of
Lot 3. Sec. 13.
Twp. 22. N. R. 3
E. W. M.

J. B. Allen

Compiled by

Woodward Abstract Co.
Everett, Wash.

PROLICH BROS., EVERETT WASH.